

12/30/99

**Adopted**

## TOWN OF RIVERHEAD

Resolution # 1212AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH  
NEW YORK STATE ARMORY

COUNCILMAN KWASNA offered the following  
resolution, which was seconded by COUNCILMAN KENT

WHEREAS, that the Riverhead Recreation Department utilizes the New York State Armory's drill hall, first floor class room, and bathrooms for various programs that the Riverhead Recreation Department offers to Town of Riverhead residents.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a Lease Agreement between the New York State Armory and the Riverhead Recreation Department for the use of the New York State Armory Building's drill hall, first floor class room, and bathrooms, located at 1405 Old Country Road, Riverhead, New York for the period of one (1) year commencing on January 3, 2000 and ending on December 22, 2000 at the annual sum of \$14,993.46 and be it further

RESOLVED, THAT THE Town Clerk is hereby directed to forward a certified copy of this resolution to the New York State Armory, 1405 Old Country Road, Riverhead, New York, 11901; the Riverhead Recreation Department; the Accounting Department and the Town Attorney's Office.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Loi	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villola	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ ADOPTED

THEREUPON DULY DECLARED ADOPTED

cy

THIS LEASE AGREEMENT, made this 08 day of December, 1999 between the People of the State of New York acting by and through the Division of Military and Naval Affairs (hereinafter referred to as "Lessor" or DMNA) and

Riverhead Recreation Dept. Town Hall Riverhead 11901 11-60001935 (5160 727-5744)  
NAME ADDRESS FED ID TELEPHONE  
(hereinafter referred to as "Lessee").

WHEREAS, DMNA is charged with the responsibility for the care and maintenance of the armories throughout the state, many of which facilities have drill halls, meeting rooms and areas adjacent thereto which are capable of use for purposes of public assembly; and

WHEREAS, the Lessee desires to use one of these facilities, specifically N.Y.S. Armory Riverhead for the purpose of

1405 Old Country Rd. Riverhead, New York 11901

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. This lease agreement is subject to all terms and conditions contained in Section 183 of the Military Law of the State of New York and DMNA Regulation 210-1, as amended.

2. DMNA agrees to the use by the Lessee of the facility named above with respect to a particular area of that facility for a specific date and time. This specific area, date and time are set forth in sub-paragraphs a. and b. below:

- a. Area of Facility To Be Used: Armory Drill Hall & First Floor Classroom & Bathrooms  
b. Date(s)/Time(s) of Use:

From the 3 day of, January, 2000 at 4 o'clock p.m. To the 22 day of December 2000 at 10 P .m.

3. Lessee further agrees to be liable for any and all additional charges arising out of this lease including, but not limited to, longer use of the armory than specified in paragraph 2 and/or additional personal or non-personal services supplied by Lessor.

4. As of the date of execution of this agreement, Lessee agrees to pay DMNA as rental charges hereunder the sum of

Fourteen Thousand Nine Hundred & Ninety Three & 46/100 (\$ 14,993.46) dollars as reflected on the Form 99 (Work Sheet for Computation of Rental Charges) attached hereto and made a part of this agreement. Lessee agrees to pay these rental charges to the "New York State Division of Military and Naval Affairs" by certified check or from some other source of guaranteed funds. No cash payments are authorized and payment in full will be received by DMNA no later than 31 days from the starting date under this agreement or it shall be cancelled.

5. Lessee further agrees that, if proof of insurance and full payment of the rental charges set forth in paragraph 3 above are not provided at lease 31 days prior to the starting date under this agreement, all deposits made by Lessee under this agreement will be forfeited, and Lessee shall also lose the right to conduct the event.

6. Appendix A (Standard Clauses for all New York State Contracts) is attached hereto and made a part of this agreement.

7. Appendix B (Standard Clauses for all DMNA Armory Leases) is attached hereto and made a part of this agreement.

8. Entire Lease: This lease form, the Form 99, Appendix A and Appendix B constitute the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement, oral or written, expressed or implied, which is not contained herein, shall be binding or valid and this agreement shall not be changed, modified, or altered in any manner except by instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

x Vincent G. Villella  
LESSEE

Ronald D'Asaro  
FACILITY MANAGER

BY: x Vincent G. Villella Town Supervisor  
(NAME & TITLE TYPED OR PRINTED)

[Signature]  
OFFICER IN CHARGE & CONTROL/  
ASS'T OFFICER IN CHARGE & CONTROL

FOR USE IF LESSEE SIGNS AS AN INDIVIDUAL:

HQ APPROVAL IF REQUIRED ☐

STATE OF NEW YORK )  
COUNTY OF ) SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same.

FOR USE IF LESSEE DOES NOT SIGN AS AN INDIVIDUAL:

STATE OF NEW YORK )  
COUNTY OF SUFFOLK ) SS.

On the 27 day of Dec., 1999 before me personally came

Vincent G. Villella  
to me known who, being by me duly sworn, did depose and say that \_\_\_\_\_ he resides in Riverhead,  
NY

that \_\_\_\_\_ he is the Supervisor of Town of Riverhead the corporation described in and which executed the foregoing instrument; that \_\_\_\_\_ he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation, and that \_\_\_\_\_ he signed h\_\_\_\_\_ name thereto by like order.

EDNA M. HOUSTON  
Notary Public, State of New York  
No. 52-4634478  
Qualified in Suffolk County  
Commission Expires April 30, 99

[Signature]  
Notary Public, State of New York  
My Commission expires:

## RESOLUTION # 1213

**Adopted: December 21, 1999**

## COUNCILMAN CARDINALE

\_\_\_\_\_ offered the following resolution which  
was seconded by \_\_\_\_\_ COUNCILMAN LULL .

**WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Police Headquarters Fire Alarm System; and**

**WHEREAS, five (5) bids were received, opened and read aloud on the 13<sup>th</sup> day of September, 1999, at 11:00 am at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.**

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for the Police Headquarters Fire Alarm be and is hereby awarded to Icon Fire & Safety, Inc., 85 Lincoln Avenue, Islip Terrace, NY 11752 in the amount of Nineteen Thousand Eight Hundred Fifty (\$19,850.00); and

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes the Town Clerk to return any and all bid bonds received in connection with the above; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Icon Fire & Safety, Kenneth Testa and the Office of Accounting.

## THE VOTE

Cardinale ☒ Yes ☐ No      Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No      Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No

THE RESOLUTION WAS X WAS NOT

**THEREUPON DULY DECLARED ADOPTED**

12/30/99

## TOWN OF RIVERHEAD

Resolution # 1214**TERMINATES PROPERTY MANAGEMENT AGREEMENT BETWEEN TOWN OF RIVERHEAD AND REGAL CINEMAS, INC.**COUNCILMAN KENT

offered the following resolution, was seconded by

COUNCILMAN CARDINALE :

**WHEREAS**, on November 8, 1997, a Property Management Agreement was entered into between the Town of Riverhead and Regal Cinemas, Inc. for premises known as the Suffolk Theatre, 118 East Main Street, Riverhead, New York, further described as Suffolk County Tax Map #0600-129-1-7; and

**WHEREAS**, on August 23, 1999, a letter was sent to Regal Cinemas, Inc. to the attention of Michael Campbell, President, advising of Town of Riverhead's intent to terminate said Agreement with Regal Cinemas, Inc., in accordance with Article XI, paragraph 11.2 (b) of the Property Management Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Property Management Agreement between the Town of Riverhead and Regal Cinemas, Inc., dated November 18, 1997, is hereby terminated, in accordance with Article XI, paragraph 11.2 (b) of said Agreement; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Regal Cinemas, Inc., Attn: Michael Campbell, President, 7132 Commercial Park Drive, Knoxville, Tennessee, 37918; Wagner, Myers & Sanger, P.C., Attn: Herbert S. Sanger, Jr., 1801 First Tennessee Plaza, Knoxville, Tennessee, 37929; Willkie Farr & Gallagher; Attn: Thomas M. Rothman, Esq., 787 - 7<sup>th</sup> Avenue, New York, New York, 10019-6099; Riverhead Theatre Corp., Attn: Don Reib, P.O. Box 644, Riverhead, New York, 11901 and the Office of the Town Attorney.

THIS RESOLUTION WAS BROUGHT TO A VOTE AGAIN LATER AT THE SPECIAL BOARD MEETING.

COUNCILMAN KENT OFFERED THE RESOLUTION, WHICH WAS  
SECONDED BY COUNCILMAN CARDINALE.

THE VOTE: CARDINALE, ABSTAIN, KENT, YES  
KWASNA, NO, LULL, NO, AND  
VILLELLA, YES

THE RESOLUTION WAS THEREUPON DECLARED  
c:\msoffice\Laura\reso\Theatreterminate.res NOT ADOPTED.

**THE VOTE**

Cardinale Yes ~~No~~ Kent Yes ~~No~~  
Kwasna Yes ~~No~~ Lull Yes ~~No~~  
Villella Yes ~~No~~

THE RESOLUTION WAS NOT ~~ADOPTED~~  
THEREUPON DULY DECLARED ADOPTED

Adopted

12/30/99

## TOWN OF RIVERHEAD

Resolution # 1215**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CONTRACT BETWEEN THE  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND  
THE TOWN OF RIVERHEAD (LANDFILL CLOSURE)**

COUNCILMAN LULL

\_\_\_\_\_ offered the following resolution, was seconded by

COUNCILMAN KWASNA

**RESOLVED**, the Town Supervisor, Vincent G. Villella, be and is hereby authorized to sign six originals of Contract No. C300477 between the New York State Department of Environmental Conservation and the Town of Riverhead for State Assistance under the ECL, Article 54, Title 5, Non-Hazardous Municipal Landfill Closure Projects and Article 56, Title 4, Solid Waste Projects, and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward six copies of this resolution to the Office of the Town Attorney.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

CONTRACT No. C300477

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW (ECL), ARTICLE 54,  
TITLE 5, NON-HAZARDOUS MUNICIPAL LANDFILL CLOSURE PROJECTS

CONTRACT FOR STATE ASSISTANCE PAYMENTS  
FOR MUNICIPAL LANDFILL CLOSURE PROJECTS

THIS IS A CONTRACT MADE UNDER ARTICLE 54 OF THE ENVIRONMENTAL CONSERVATION LAW

BETWEEN

THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
(HEREINAFTER REFERRED TO AS THE "DEPARTMENT")  
WITH OFFICES AT 50 WOLF ROAD ALBANY, NEW YORK 12233-7250,

AND

THE TOWN OF RIVERHEAD  
(HEREINAFTER REFERRED TO AS THE "MUNICIPALITY")  
WITH OFFICES AT 200 HOWELL AVENUE, RIVERHEAD, NY 11901-2596.

IF THE FAILURE IS NOT CORRECTED WITHIN THE TIME PERIOD ESTABLISHED BY THE DEPARTMENT, THEN THE DEPARTMENT WILL NOTIFY THE MUNICIPALITY THAT IT IS IN BREACH OF CONTRACT. IF THE MUNICIPALITY IS IN BREACH OF CONTRACT, THEN THE MUNICIPALITY AGREES TO IMMEDIATELY REPAY TO THE DEPARTMENT ANY STATE ASSISTANCE MONIES RECEIVED BY THE MUNICIPALITY UNDER THIS CONTRACT, PLUS APPROPRIATE INTEREST, AS PROVIDED BY LAW. IF THE MUNICIPALITY FAILS TO REPAY THE STATE ASSISTANCE WITHIN 365 DAYS OF NOTIFICATION, THE MUNICIPALITY AGREES THAT THE DEPARTMENT MAY TAKE ANY LAWFUL MEASURES RELATING TO THE RECOVERY OF UNREPAID STATE ASSISTANCE INCLUDING, BUT NOT LIMITED TO, THE DEDUCTION OF MONIES FROM OTHER STATE FINANCIAL AID TO THE MUNICIPALITY.

### 3. MUNICIPAL COST RECOVERY FROM OTHER SOURCES

A. THE MUNICIPALITY AGREES TO TAKE ALL REASONABLE STEPS TO RECOVER ITS PROJECT COSTS FROM OTHER SOURCES AND TO ASSIST THE STATE IN ITS EFFORT TO RECOVER THE STATE'S PROJECT COSTS FROM OTHER SOURCES.

B. AT THE DEPARTMENT'S REQUEST, THE MUNICIPALITY MUST PROVIDE THE DEPARTMENT WITH DOCUMENTATION OF THE STEPS TAKEN UNDER SUBPARAGRAPH A ABOVE.

C. THE ESTIMATED ELIGIBLE COST OF THE PROJECT, UPON WHICH STATE ASSISTANCE IS CALCULATED, MUST NOT INCLUDE ANY COSTS WHICH ARE PAID OR COMMITTED TO THE MUNICIPALITY FOR THE MUNICIPAL LANDFILL CLOSURE PROJECT FROM OTHER SOURCES. OTHER SOURCES OF ASSISTANCE MAY INCLUDE, BUT ARE NOT LIMITED TO, FEDERAL GRANTS, GRANTS FROM MUNICIPAL OR DEVELOPMENT AUTHORITIES AND OR FROM PRIVATE SOURCES. IN ADDITION, ALL REVENUE RECEIVED FOR ALTERNATE GRADING MATERIAL IS CONSIDERED ASSISTANCE AND MUST BE USED TO OFFSET THE TOTAL ELIGIBLE COST OF THE PROJECT. ALTERNATE GRADING MATERIAL IS DEFINED AS MATERIAL, OTHER THAN UNCONTAMINATED SOIL, THAT IS RECEIVED BY THE LANDFILL, AFTER THE LANDFILL HAS CEASED ACCEPTING WASTE, FOR THE PURPOSE OF ACHIEVING CLOSURE GRADES.

D. THE MUNICIPALITY MUST PROVIDE THE DEPARTMENT WITH TIMELY NOTICE OF ANY COSTS PAID OR COMMITTED TO THE MUNICIPALITY FOR THE MUNICIPAL LANDFILL CLOSURE PROJECT FROM OTHER SOURCES.

E. IF THERE ARE ANY PAYMENTS MADE OR COMMITTED TO THE MUNICIPALITY FOR THE MUNICIPAL LANDFILL CLOSURE PROJECT FROM OTHER SOURCES WHICH WERE NOT INCLUDED IN THE CALCULATION OF STATE ASSISTANCE, THEN THE AMOUNT OF STATE ASSISTANCE WILL BE RECALCULATED ACCORDINGLY AND THE MUNICIPALITY MUST REPAY TO THE STATE THE AMOUNT BY WHICH THE STATE PAYMENT EXCEEDS THE RECALCULATED STATE ASSISTANCE.

IF THE MUNICIPALITY FAILS TO REPAY THE STATE ASSISTANCE WITHIN 365 DAYS OF NOTIFICATION, THE MUNICIPALITY AGREES THAT THE DEPARTMENT MAY TAKE ANY LAWFUL MEASURES RELATING TO THE RECOVERY OF UNREPAID STATE ASSISTANCE INCLUDING, BUT NOT LIMITED TO, THE DEDUCTION OF MONIES FROM OTHER STATE FINANCIAL AID TO THE MUNICIPALITY.

- C. THE MUNICIPALITY WILL PERMIT THE DEPARTMENT TO PARTICIPATE IN ALL ITS MEETINGS AND CONFERENCES WITH RESPECT TO THE PROJECT. UPON REQUEST FROM THE DEPARTMENT THE MUNICIPALITY MUST SUBMIT TO THE DEPARTMENT REPORTS, DOCUMENTS, DATA, CONTRACTUAL DOCUMENTS, ADMINISTRATIVE RECORDS AND OTHER INFORMATION PERTINENT TO THE PROJECT.
- D. THE MUNICIPALITY MUST GET WRITTEN DEPARTMENT APPROVAL TO USE THE MUNICIPALITY'S EMPLOYEES TO PERFORM CONSTRUCTION, ENGINEERING, LEGAL OR OTHER PROJECT RELATED ACTIVITIES. THE DEPARTMENT WILL APPROVE THESE PROPOSALS IF THE MUNICIPALITY CAN DEMONSTRATE THAT THE MUNICIPALITY'S EMPLOYEES POSSESS THE NECESSARY COMPETENCE TO PERFORM THE WORK IN QUESTION AND THAT THE WORK CAN BE MORE ECONOMICALLY PERFORMED AND DONE ON A TIMELY BASIS BY THE USE OF THE MUNICIPALITY'S EMPLOYEES. THE COST OF ANY WORK PERFORMED BY THE MUNICIPALITY'S EMPLOYEES WHICH DOES NOT RECEIVE WRITTEN DEPARTMENT APPROVAL WILL BE INELIGIBLE FOR REIMBURSEMENT. IF WRITTEN DEPARTMENT APPROVAL IS GIVEN TO USE THE MUNICIPALITY'S EMPLOYEES FOR A SPECIFIED TASK OR ACTIVITY, THE MUNICIPALITY MUST MAINTAIN SUCH RECORDS AS THE DEPARTMENT WILL REQUIRE TO DOCUMENT THESE COSTS.
- E. THE MUNICIPALITY MUST AT ALL TIMES PROVIDE AND MAINTAIN COMPETENT AND ADEQUATE RESIDENT SUPERVISION AND INSPECTION UNDER THE DIRECTION OF A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF NEW YORK. THE LICENSED PROFESSIONAL ENGINEER IS RESPONSIBLE FOR ENSURING THAT ALL CLOSURE WORK CONFORMS TO THE APPROVED PLANS AND SPECIFICATIONS AND MUST CERTIFY TO THE MUNICIPALITY AND TO THE DEPARTMENT THAT ALL WORK WAS COMPLETED IN ACCORDANCE WITH DEPARTMENT APPROVED PLANS AND SPECIFICATIONS.
- F. THE MUNICIPALITY AGREES TO ADVERTISE FOR AND SOLICIT PROJECT BIDS WITHIN A REASONABLE TIME AFTER RECEIPT OF THE DEPARTMENT'S APPROVAL OF PLANS AND SPECIFICATIONS. THE MUNICIPALITY FURTHER AGREES TO AWARD PROJECT CONTRACTS WITHIN A REASONABLE TIME AFTER OPENING THE BIDS.
- G. THE MUNICIPALITY AGREES TO RESOLVE ALL BID PROTESTS AND TO NOTIFY THE DEPARTMENT OF EACH BID PROTEST AND HOW IT WAS RESOLVED.
- H. THE MUNICIPALITY REPRESENTS THAT IT HAS OR WILL OBTAIN THE TITLE TO OR SUFFICIENT INTEREST IN THE PROJECT SITE, INCLUDING RIGHTS-OF-WAY AND NECESSARY EASEMENTS, BEFORE THE START OF CONSTRUCTION TO ENSURE UNDISTURBED USE AND POSSESSION FOR PURPOSES OF CONSTRUCTION AND COMPLETION OF THE PROJECT.
- I. THE MUNICIPALITY AGREES THAT IT IS FULLY RESPONSIBLE FOR THE MAINTENANCE AND MONITORING OF THE PROJECT.
- J. THE MUNICIPALITY AGREES THAT ALL WORK PERFORMED IN RELATION TO THE PROJECT BY THE MUNICIPALITY OR ITS AGENTS, REPRESENTATIVES, OR CONTRACTORS WILL CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS AND STANDARDS.



# 10. APPENDICES AND ATTACHMENTS

APPENDIX A, "STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS", AND APPENDIX B, "STANDARD CLAUSES FOR ALL NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION CONTRACTS" ARE ATTACHED AND MADE A PART OF THIS CONTRACT. ADDITIONAL ATTACHMENTS IDENTIFIED IN THIS CONTRACT ARE ATTACHED AND MADE A PART OF THIS CONTRACT.

# 11. TOTALITY OF CONTRACT; SEPARABILITY

THIS CONTRACT CONTAINS THE PROVISIONS, CONDITIONS, AND PROMISES AGREED TO BETWEEN THE PARTIES. IF ANY PART OF THIS CONTRACT IS HELD TO BE INVALID OR UNENFORCEABLE, THE INVALIDITY OR UNENFORCEABILITY OF SUCH WILL NOT AFFECT THE REMAINDER OF THIS CONTRACT. THIS CONTRACT WILL REMAIN VALID AS IF THE INVALID OR UNENFORCEABLE PART HAD NOT BEEN CONTAINED.

# 12. TERM AND EFFECTIVE DATE

THE TERM OF THIS CONTRACT WILL BE FROM APRIL 1, 1993 TO July 31, 2004. THIS CONTRACT WILL BE EFFECTIVE UPON APPROVAL AND FILING BY THE STATE COMPTROLLER IN ACCORDANCE WITH SECTION 112 OF THE STATE FINANCE LAW.

# 13. AMENDMENTS

THIS CONTRACT INCLUDING THE ATTACHED APPENDICES AND ATTACHMENTS MAY ONLY BE AMENDED BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES AND APPROVED BY THE STATE COMPTROLLER.

# 14. AUTHORIZED REPRESENTATIVE FOR THE DEPARTMENT

THE DEPARTMENT'S AUTHORIZED REPRESENTATIVE FOR THE IMPLEMENTATION OF THIS CONTRACT AND FOR APPROVAL AND DIRECTION CALLED FOR IN THIS CONTRACT IS THE DIRECTOR OF THE DIVISION OF SOLID & HAZARDOUS MATERIALS, OR HIS DESIGNEE. WHENEVER IT IS PROVIDED IN THIS CONTRACT THAT NOTICE MUST BE GIVEN OR OTHER COMMUNICATIONS SENT TO THE DEPARTMENT, THE NOTICES OR COMMUNICATIONS WILL BE DELIVERED OR SENT TO:

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID & HAZARDOUS MATERIALS  
50 WOLF ROAD  
ALBANY, NEW YORK 12233-7250

ATTENTION: DIRECTOR, DIVISION OF SOLID & HAZARDOUS MATERIALS

## LANDFILL CLOSURE PROGRAM STATE ASSISTANCE CONTRACT SIGNATURE PAGE

MUNICIPALITY: TOWN OF RIVERHEAD

CONTRACT No. C300477

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO BY THEIR REPRESENTATIVES DULY AUTHORIZED TO SET THEIR HANDS AND SEALS THE DAY AND YEAR APPEARING OPPOSITE THEIR RESPECTIVE SIGNATURES.

## MUNICIPALITY SIGNATURE:

BY THE SIGNATURE HEREUNDER, THE MUNICIPALITY REPRESENTS THAT IT HAS THE LEGAL STATUS NECESSARY TO ENTER INTO THIS CONTRACT AND THAT THE PERSON SIGNING IS AUTHORIZED TO DO SO AS EVIDENCED BY THE RESOLUTION OF ITS LEGISLATIVE BODY ATTACHED HERETO.

AUTHORIZED REPRESENTATIVE VINCENT G. VILLELLA  
(TYPED NAME)

(SIGNATURE) \_\_\_\_\_ DATED: \_\_\_\_\_

(TITLE) SUPERVISOR

## MUNICIPALITY CERTIFICATION:

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF SUFFOLK )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_

BEFORE ME PERSONALLY CAME VINCENT G. VILLELLA, SUPERVISOR  
(LIST NAME AND TITLE)

OF THE TOWN OF RIVERHEAD  
(LIST POLITICAL SUBDIVISION OR AGENCY OF THE POLITICAL SUBDIVISION)

THE POLITICAL SUBDIVISION OR AGENCY THEREOF DESCRIBED IN AND WHICH EXECUTED

THE ABOVE INSTRUMENT: BY AUTHORITY OF \_\_\_\_\_

(ATTACHED CERTIFIED COPY OF ORDER, RESOLUTION, OR THE ORDINANCE AUTHORIZING EXECUTION OF THIS CONTRACT) OF SAID POLITICAL SUBDIVISION, AND THAT (S)HE SIGNED HIS/HER NAME BY THAT AUTHORITY.

\_\_\_\_\_  
NOTARY PUBLIC

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW (ECL), ARTICLE 54,  
TITLE 5, NON-HAZARDOUS MUNICIPAL LANDFILL CLOSURE PROJECTSCONTRACT FOR STATE ASSISTANCE PAYMENTS  
FOR MUNICIPAL LANDFILL CLOSURE PROJECTSSTATE ASSISTANCE MUNICIPAL LANDFILL CLOSURE PROGRAM  
(6 NYCRR SUBPART 360-9, REVISED DECEMBER 14, 1994  
AND SEPTEMBER 29, 1997)MUNICIPAL LANDFILL CLOSURE  
PROJECT WORK PLAN

FACILITY NAME RIVERHEAD LANDFILL

FACILITY ID# 52S10

FACILITY LOCATION YOUNGS AVENUE, BAITING HOLLOW

COUNTY SUFFOLK

FACILITY OWNER TOWN OF RIVERHEAD

FACILITY OPERATOR \_\_\_\_\_

<u>STAGE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>
PERFORM CLOSURE INVESTIGATION	<u>10/01/94</u>	<u>02/28/99</u>
PERFORM CLOSURE INVESTIGATION REPORT	<u>03/01/99</u>	<u>05/31/99</u>

**MUNICIPAL LANDFILL CLOSURE  
PROJECT WORK PLAN**

February 25, 1999

FACILITY NAME Riverhead Municipal Landfill

EXTENT OF WASTE DEPOSIT (ACRES) 40±

FACILITY ID# 152048

FACILITY LOCATION Youngs Avenue, Baiting Hollow, T/O Riverhead

COUNTY Suffolk

FACILITY OWNER Town of Riverhead

FACILITY OPERATOR Town of Riverhead

CONTACT PERSON Thomas C. Wolpert, P.E.

ADDRESS Young & Young, 400 Ostrander Avenue, Riverhead, New York 11901

PHONE NO. (516) 727-2303

STAGE	BEGIN DATE * (P/A)	END DATE * (P/A)	COST (E/A)
Perform Closure Investigation	10/94 (A)	2/99 (P)	\$35K (E)
Prepare Closure Investigation Report	3/99 (P)	5/99 (P)	\$40K (E)
Prepare Closure Plan	6/99 (P)	1/2000 (P)	\$348K (E)
Perform Vector Remediation, if required	N/A		
Construct Leachate Collection System, if required	N/A		
Construct Gas Venting Layer and Gas Collection/Control System	N/A		
Construct Barrier Layer	N/A		
Construct Barrier Protection Layer	N/A		

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW (ECL), ARTICLE 54,  
TITLE 5, NON-HAZARDOUS MUNICIPAL LANDFILL CLOSURE PROJECTSCONTRACT FOR STATE ASSISTANCE PAYMENTS  
FOR MUNICIPAL LANDFILL CLOSURE PROJECTS

## REIMBURSEMENT APPLICATION SCHEDULE

MILESTONECOMPLETION DATE

CONTRACT EXECUTION

DATE OF COMPTROLLER'S  
SIGNATUREINSTALLATION OF  
BARRIER LAYER

09/30/01

SUBMITTAL OF CLOSURE  
CERTIFICATION

07/31/02

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW (ECL), ARTICLE 54,  
TITLE 5, NON-HAZARDOUS MUNICIPAL LANDFILL CLOSURE PROJECTSCONTRACT FOR STATE ASSISTANCE PAYMENTS  
FOR MUNICIPAL LANDFILL CLOSURE PROJECTS

## PROGRESS REPORT SCHEDULE

MILESTONECOMPLETION DATE

CONTRACT EXECUTION

DATE OF COMPTROLLER'S  
SIGNATUREINSTALLATION OF  
BARRIER LAYER

09/30/01

SUBMITTAL OF CLOSURE  
CERTIFICATION

07/31/02

APPENDIX A  
STANDARD CLAUSES FOR ALL  
NEW YORK STATE CONTRACTS

THE PARTIES TO THE ATTACHED CONTRACT, LICENSE, LEASE, AMENDMENT OR OTHER AGREEMENT OF ANY KIND (HEREINAFTER, "THE CONTRACT" OR "THIS CONTRACT") AGREE TO BE BOUND BY THE FOLLOWING CLAUSES WHICH ARE HEREBY MADE A PART OF THE CONTRACT (THE WORD "CONTRACTOR" HEREIN REFERS TO ANY PARTY OTHER THAN THE STATE, WHETHER A CONTRACTOR, LICENSER, LICENSEE, LESSOR, LESSEE OR ANY OTHER PARTY):

EXECUTORY CLAUSE. IN ACCORDANCE WITH SECTION 41 OF THE STATE FINANCE LAW, THE STATE SHALL HAVE NO LIABILITY UNDER THIS CONTRACT TO THE CONTRACTOR OR TO ANYONE ELSE BEYOND FUNDS APPROPRIATED AND AVAILABLE FOR THIS CONTRACT.

2. NON-ASSIGNMENT CLAUSE. IN ACCORDANCE WITH SECTION 138 OF THE STATE FINANCE LAW, THIS CONTRACT MAY NOT BE ASSIGNED BY THE CONTRACTOR OR ITS RIGHT, TITLE OR INTEREST THEREIN ASSIGNED, TRANSFERRED, CONVEYED, SUBLET OR OTHERWISE DISPOSED OF WITHOUT THE PREVIOUS CONSENT, IN WRITING, OF THE STATE AND ANY ATTEMPTS TO ASSIGN THE CONTRACT WITHOUT THE STATE'S WRITTEN CONSENT ARE NULL AND VOID. THE CONTRACTOR MAY, HOWEVER, ASSIGN ITS RIGHT TO RECEIVE PAYMENT WITHOUT THE STATE'S PRIOR WRITTEN CONSENT UNLESS THIS CONTRACT CONCERNS CERTIFICATES OF PARTICIPATION PURSUANT TO ARTICLE 5-A OF THE STATE FINANCE LAW.

3. COMPTROLLER'S APPROVAL. IN ACCORDANCE WITH SECTION 112 OF THE STATE FINANCE LAW (OR, IF THIS CONTRACT IS WITH THE STATE UNIVERSITY OR CITY UNIVERSITY OF NEW YORK, SECTION 355 OR SECTION 6218 OF THE EDUCATION LAW), IF THIS CONTRACT EXCEEDS \$10,000 (OR THE MINIMUM THRESHOLDS AGREED TO BY THE OFFICE OF THE STATE COMPTROLLER FOR CERTAIN S.U.N.Y. AND C.U.N.Y. CONTRACTS), OR IF THIS IS AN AMENDMENT FOR ANY AMOUNT TO A CONTRACT WHICH, AS SO AMENDED, EXCEEDS SAID STATUTORY AMOUNT, OR IF, BY THIS CONTRACT, THE STATE AGREES TO GIVE SOMETHING OTHER THAN MONEY WHEN THE VALUE OR REASONABLY ESTIMATED VALUE OF SUCH CONSIDERATION EXCEEDS \$10,000, IT SHALL NOT BE VALID, EFFECTIVE OR BINDING UPON THE STATE UNTIL IT HAS BEEN APPROVED BY THE STATE COMPTROLLER AND FILED IN HIS OFFICE.

4. WORKERS' COMPENSATION BENEFITS. IN ACCORDANCE WITH SECTION 142 OF THE STATE FINANCE LAW, THIS CONTRACT SHALL BE VOID AND OF NO FORCE AND EFFECT UNLESS THE CONTRACTOR SHALL PROVIDE AND MAINTAIN COVERAGE DURING THE LIFE OF

THIS CONTRACT FOR THE BENEFIT OF SUCH EMPLOYEES AS ARE REQUIRED TO BE COVERED BY THE PROVISIONS OF THE WORKERS' COMPENSATION LAW.

5. NON-DISCRIMINATION REQUIREMENTS. IN ACCORDANCE WITH ARTICLE 15 OF THE EXECUTIVE LAW (ALSO KNOWN AS THE HUMAN RIGHTS LAW) AND ALL OTHER STATE AND FEDERAL STATUTORY AND CONSTITUTIONAL NON-DISCRIMINATION PROVISIONS, THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY OR MARITAL STATUS. FURTHERMORE, IN ACCORDANCE WITH SECTION 220-E OF THE LABOR LAW, IF THIS IS A CONTRACT FOR THE CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE MANUFACTURE, SALE OR DISTRIBUTION OF MATERIALS, EQUIPMENT OR SUPPLIES, AND TO THE EXTENT THAT THIS CONTRACT SHALL BE PERFORMED WITHIN THE STATE OF NEW YORK, CONTRACTOR AGREES THAT NEITHER IT NOR ITS SUBCONTRACTORS SHALL, BY REASON OR RACE, CREED, COLOR, DISABILITY, SEX, OR NATIONAL ORIGIN: (A) DISCRIMINATE IN HIRING AGAINST ANY NEW YORK STATE CITIZEN WHO IS QUALIFIED AND AVAILABLE TO PERFORM THE WORK; OR (B) DISCRIMINATE AGAINST OR INTIMIDATE ANY EMPLOYEE HIRED FOR THE PERFORMANCE OF WORK UNDER THIS CONTRACT. IF THIS IS A BUILDING SERVICE CONTRACT AS DEFINED IN SECTION 230 OF THE LABOR LAW, THEN, IN ACCORDANCE WITH SECTION 239 THEREOF, CONTRACTOR AGREES THAT NEITHER IT NOR ITS SUBCONTRACTORS SHALL, BY REASON OF RACE, CREED, COLOR, NATIONAL ORIGIN, AGE, SEX OR DISABILITY: (A) DISCRIMINATE IN HIRING AGAINST ANY NEW YORK STATE CITIZEN WHO IS QUALIFIED AND AVAILABLE TO PERFORM THE WORK; OR (B) DISCRIMINATE AGAINST OR INTIMIDATE ANY EMPLOYEE HIRED FOR THE PERFORMANCE OF WORK UNDER THIS CONTRACT. CONTRACTOR IS SUBJECT TO FINES OF \$50.00 PER PERSON PER DAY FOR ANY VIOLATION OF SECTION 220-E OR SECTION 239 AS WELL AS POSSIBLE TERMINATION OF THIS CONTRACT AND FORFEITURE OF ALL MONEYS DUE HEREUNDER FOR A SECOND OR SUBSEQUENT VIOLATION.

6. WAGE AND HOURS PROVISIONS. IF THIS IS A PUBLIC WORK CONTRACT COVERED BY ARTICLE 8 OF THE LABOR LAW OR A BUILDING SERVICE CONTRACT COVERED BY ARTICLE 9 THEREOF, NEITHER CONTRACTOR'S EMPLOYEES NOR THE EMPLOYEES OF ITS SUBCONTRACTORS MAY BE REQUIRED OR PERMITTED TO WORK MORE THAN THE NUMBER OF HOURS OR DAYS STATED IN SAID STATUTES, EXCEPT AS OTHERWISE PROVIDED IN THE LABOR LAW AND AS SET FORTH IN PREVAILING WAGE AND SUPPLEMENT SCHEDULES ISSUED BY THE STATE LABOR DEPARTMENT. FURTHERMORE, CONTRACTOR AND ITS SUBCONTRACTORS MUST PAY AT LEAST THE PREVAILING WAGE RATE AND PAY OR PROVIDE

(B) PRIVACY NOTIFICATION. (1) THE AUTHORITY TO REQUEST THE ABOVE PERSONAL INFORMATION FROM A SELLER OF GOODS OR SERVICES OR A LESSOR OF REAL OR PERSONAL PROPERTY, AND THE AUTHORITY TO MAINTAIN SUCH INFORMATION, IS FOUND IN SECTION 5 OF THE STATE TAX LAW. DISCLOSURE OF THIS INFORMATION BY THE SELLER OR LESSOR TO THE STATE IS MANDATORY. THE PRINCIPAL PURPOSE FOR WHICH THE INFORMATION IS COLLECTED IS TO ENABLE THE STATE TO IDENTIFY INDIVIDUALS, BUSINESSES AND OTHERS WHO HAVE BEEN DELINQUENT IN FILING TAX RETURNS OR MAY HAVE UNDERSTATED THEIR TAX LIABILITIES AND TO GENERALLY IDENTIFY PERSONS AFFECTED BY THE TAXES ADMINISTERED BY THE COMMISSIONER OF TAXATION AND FINANCE. THE INFORMATION WILL BE USED FOR TAX ADMINISTRATION PURPOSES AND FOR ANY OTHER PURPOSE AUTHORIZED BY LAW.

(2) THE PERSONAL INFORMATION IS REQUESTED BY THE PURCHASING UNIT OF THE AGENCY CONTRACTING TO PURCHASE THE GOODS OR SERVICES OR LEASE THE REAL OR PERSONAL PROPERTY COVERED BY THIS CONTRACT OR LEASE. THE INFORMATION IS MAINTAINED IN NEW YORK STATE'S CENTRAL ACCOUNTING SYSTEM BY THE DIRECTOR OF STATE ACCOUNTS, OFFICE OF THE STATE COMPTROLLER, AESOB, ALBANY, NEW YORK 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. IN ACCORDANCE WITH SECTION 312 OF THE EXECUTIVE LAW, IF THIS CONTRACT IS: (I) A WRITTEN AGREEMENT OR PURCHASE ORDER INSTRUMENT, PROVIDING FOR A TOTAL EXPENDITURE IN EXCESS OF \$25,000.00, WHEREBY A CONTRACTING AGENCY IS COMMITTED TO EXPEND OR DOES EXPEND FUNDS IN RETURN FOR LABOR, SERVICES, SUPPLIES, EQUIPMENT, MATERIALS OR ANY COMBINATION OF THE FOREGOING, TO BE PERFORMED FOR, OR RENDERED OR FURNISHED TO THE CONTRACTING AGENCY; OR (II) A WRITTEN AGREEMENT IN EXCESS OF \$100,000.00 WHEREBY A CONTRACTING AGENCY IS COMMITTED TO EXPEND OR DOES EXPEND FUNDS FOR THE ACQUISITION, CONSTRUCTION, DEMOLITION, REPLACEMENT, MAJOR REPAIR OR RENOVATION OF REAL PROPERTY AND IMPROVEMENTS THEREON; OR (III) A WRITTEN AGREEMENT IN EXCESS OF \$100,000.00 WHEREBY THE OWNER OF A STATE ASSISTED HOUSING PROJECT IS COMMITTED TO EXPEND OR DOES EXPEND FUNDS FOR THE ACQUISITION, CONSTRUCTION, DEMOLITION, REPLACEMENT, MAJOR REPAIR OR RENOVATION OF REAL PROPERTY AND IMPROVEMENTS THEREON FOR SUCH PROJECT, THEN:

(A) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, AGE, DISABILITY OR MARITAL STATUS, AND WILL UNDERTAKE OR

CONTINUE EXISTING PROGRAMS OF AFFIRMATIVE ACTION TO ENSURE THAT MINORITY GROUP MEMBERS AND WOMEN ARE AFFORDED EQUAL EMPLOYMENT OPPORTUNITIES WITHOUT DISCRIMINATION. AFFIRMATIVE ACTION SHALL MEAN RECRUITMENT, EMPLOYMENT, JOB ASSIGNMENT, PROMOTION, UPGRADINGS, DEMOTION, TRANSFER, LAYOFF, OR TERMINATION AND RATES OF PAY OR OTHER FORMS OF COMPENSATION;

(B) AT THE REQUEST OF THE CONTRACTING AGENCY, THE CONTRACTOR SHALL REQUEST EACH EMPLOYMENT AGENCY, LABOR UNION, OR AUTHORIZED REPRESENTATIVE OF WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING OR OTHER AGREEMENT OR UNDERSTANDING, TO FURNISH A WRITTEN STATEMENT THAT SUCH EMPLOYMENT AGENCY, LABOR UNION OR REPRESENTATIVE WILL NOT DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, AGE, DISABILITY OR MARITAL STATUS AND THAT SUCH UNION OR REPRESENTATIVE WILL AFFIRMATIVELY COOPERATE IN THE IMPLEMENTATION OF THE CONTRACTOR'S OBLIGATIONS HEREIN; AND

(C) THE CONTRACTOR SHALL STATE, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES, THAT, IN THE PERFORMANCE OF THE STATE CONTRACT, ALL QUALIFIED APPLICANTS WILL BE AFFORDED EQUAL EMPLOYMENT OPPORTUNITIES WITHOUT DISCRIMINATION BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, AGE, DISABILITY OR MARITAL STATUS.

CONTRACTOR WILL INCLUDE THE PROVISIONS OF "A", "B", AND "C" ABOVE, IN EVERY SUBCONTRACT OVER \$25,000.00 FOR THE CONSTRUCTION, DEMOLITION, REPLACEMENT, MAJOR REPAIR, RENOVATION, PLANNING OR DESIGN OF REAL PROPERTY AND IMPROVEMENTS THEREON (THE "WORK") EXCEPT WHERE THE WORK IS FOR THE BENEFICIAL USE OF THE CONTRACTOR. SECTION 312 DOES NOT APPLY TO: (I) WORK, GOODS OR SERVICES UNRELATED TO THIS CONTRACT; OR (II) EMPLOYMENT OUTSIDE NEW YORK STATE; OR (III) BANKING SERVICES, INSURANCE POLICIES OR THE SALE OF SECURITIES. THE STATE SHALL CONSIDER COMPLIANCE BY A CONTRACTOR OR SUBCONTRACTOR WITH THE REQUIREMENTS OF ANY FEDERAL LAW CONCERNING EQUAL EMPLOYMENT OPPORTUNITY WHICH EFFECTUATES THE PURPOSE OF THIS SECTION. THE CONTRACTING AGENCY SHALL DETERMINE WHETHER THE IMPOSITION OF THE REQUIREMENTS OF THE PROVISIONS HEREOF DUPLICATE OR CONFLICT WITH ANY SUCH FEDERAL LAW AND IF SUCH DUPLICATION OR CONFLICT EXISTS, THE CONTRACTING AGENCY SHALL WAIVE THE APPLICABILITY OF SECTION 312 TO THE EXTENT OF SUCH DUPLICATION OR CONFLICT. CONTRACTOR WILL COMPLY WITH ALL DULY PROMULGATED AND LAWFUL RULES AND REGULATIONS OF THE GOVERNOR'S OFFICE OF MINORITY AND WOMEN'S BUSINESS DEVELOPMENT PERTAINING HERETO.



PHONE: (212) 803-2414  
 FAX: (212) 803-3223  
 INTERNET: WWW.EMPIRE.STATE.NY.US\ESD.HTM

THE OMNIBUS PROCUREMENT ACT OF 1992 REQUIRES THAT BY SIGNING THIS BID PROPOSAL OR CONTRACT, AS APPLICABLE, CONTRACTORS CERTIFY THAT WHENEVER THE TOTAL BID AMOUNT IS GREATER THAN \$1 MILLION:

(A) THE CONTRACTOR HAS MADE REASONABLE EFFORTS TO ENCOURAGE THE PARTICIPATION OF NEW YORK STATE BUSINESS ENTERPRISES AS SUPPLIERS AND SUBCONTRACTORS, INCLUDING CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, ON THIS PROJECT, AND HAS RETAINED THE DOCUMENTATION OF THESE EFFORTS TO BE PROVIDED UPON REQUEST TO THE STATE;

(B) THE CONTRACTOR HAS COMPLIED WITH THE FEDERAL EQUAL OPPORTUNITY ACT OF 1972 (P.L. 92-261), AS AMENDED;

(C) THE CONTRACTOR AGREES TO MAKE REASONABLE EFFORTS TO PROVIDE NOTIFICATION TO NEW YORK STATE RESIDENTS OF EMPLOYMENT OPPORTUNITIES ON THIS PROJECT THROUGH LISTING ANY SUCH POSITIONS WITH THE JOB SERVICE DIVISION OF THE NEW YORK STATE DEPARTMENT OF LABOR, OR PROVIDING SUCH NOTIFICATION IN SUCH MANNER AS IS CONSISTENT WITH EXISTING COLLECTIVE BARGAINING CONTRACTS OR AGREEMENTS. THE CONTRACTOR AGREES TO DOCUMENT THESE EFFORTS AND TO PROVIDE SAID DOCUMENTATION TO THE STATE UPON REQUEST; AND

(D) THE CONTRACTOR ACKNOWLEDGES NOTICE THAT THE STATE MAY SEEK TO OBTAIN OFFSET CREDITS FROM FOREIGN COUNTRIES AS A RESULT OF THIS CONTRACT AND AGREES TO COOPERATE WITH THE STATE IN THESE EFFORTS.

## 21. RECIPROCITY AND SANCTIONS PROVISIONS.

BIDDERS ARE HEREBY NOTIFIED THAT IF THEIR PRINCIPAL PLACE OF BUSINESS IS LOCATED IN A STATE THAT PENALIZES NEW YORK STATE VENDORS, AND IF THE GOODS OR SERVICES THEY OFFER WILL BE SUBSTANTIALLY PRODUCED OR PERFORMED OUTSIDE NEW YORK STATE, THE OMNIBUS PROCUREMENT ACT 1994 AMENDMENTS (CHAPTER 684, LAWS OF 1994) REQUIRE THAT THEY BE DENIED CONTRACTS WHICH THEY WOULD OTHERWISE OBTAIN. NOTE: NEW MEXICO, S. CAROLINA, ALASKA, W. VIRGINIA, OKLAHOMA, MONTANA, WYOMING, LOUISIANA AND HAWAII ARE THE STATES CURRENTLY SUBJECT TO THIS PROVISION.

REVISED JANUARY 1996

STANDARD CLAUSES FOR ALL NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION NON-HAZARDOUS MUNICIPAL LANDFILL  
CLOSURE PROJECT CONTRACTS

THE PARTIES TO THE ATTACHED CONTRACT, LICENSE, LEASE, AMENDMENT OR OTHER AGREEMENT OF ANY KIND (HEREINAFTER "THE CONTRACT" OR "THIS CONTRACT") AGREE TO BE BOUND BY THE FOLLOWING CLAUSES WHICH ARE HEREBY MADE A PART OF THE CONTRACT. THE WORD "CONTRACTOR" HEREIN REFERS TO ANY PARTY TO THE CONTRACT, OTHER THAN THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (HEREINAFTER "DEPARTMENT").

- I. THE DEPARTMENT SHALL HAVE THE RIGHT TO POSTPONE, SUSPEND, ABANDON OR TERMINATE THIS CONTRACT, AND SUCH ACTIONS SHALL IN NO EVENT BE DEEMED A BREACH OF CONTRACT. IN THE EVENT OF ANY TERMINATION, POSTPONEMENT, DELAY, SUSPENSION OR ABANDONMENT, THE CONTRACTOR SHALL DELIVER TO THE DEPARTMENT ALL DATA, REPORTS, PLANS, OR OTHER DOCUMENTATION RELATED TO THE PERFORMANCE OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO GUARANTEES, WARRANTIES, AS-BUILT PLANS AND SHOP DRAWINGS. IN ANY OF THESE EVENTS, THE DEPARTMENT SHALL MAKE SETTLEMENT WITH THE CONTRACTOR UPON AN EQUITABLE BASIS AS DETERMINED BY THE DEPARTMENT WHICH SHALL FIX THE VALUE OF THE WORK WHICH WAS PERFORMED BY THE CONTRACTOR PRIOR TO THE POSTPONEMENT, SUSPENSION, ABANDONMENT OR TERMINATION OF THIS CONTRACT. THIS CLAUSE SHALL NOT APPLY TO THIS CONTRACT IF THE CONTRACT CONTAINS OTHER PROVISIONS APPLICABLE TO POSTPONEMENT, SUSPENSION OR TERMINATION OF THE CONTRACT.
- II. THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY AND SAVE HARMLESS THE DEPARTMENT AND THE STATE OF NEW YORK FROM AND AGAINST ALL LOSSES FROM CLAIMS, DEMANDS, PAYMENTS, SUITS, ACTIONS, RECOVERIES AND JUDGMENTS OF EVERY NATURE AND DESCRIPTION BROUGHT OR RECOVERED AGAINST IT BY REASON OF ANY OMISSION OR ACT OF THE CONTRACTOR, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS CONTRACT. THE DEPARTMENT AND THE STATE OF NEW YORK MAY RETAIN SUCH MONIES FROM THE AMOUNT DUE CONTRACTOR AS MAY BE NECESSARY TO SATISFY ANY CLAIM FOR DAMAGES, COSTS AND THE LIKE, WHICH IS ASSERTED AGAINST THE DEPARTMENT AND/OR THE STATE OF NEW YORK.
- III. (A) CONFLICT OF INTEREST. TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF, THE CONTRACTOR WARRANTS THAT THERE ARE NO RELEVANT FACTS OR CIRCUMSTANCES WHICH COULD GIVE RISE TO AN ORGANIZATIONAL CONFLICT OF INTEREST, AS HEREIN DEFINED, OR THAT THE CONTRACTOR HAS DISCLOSED ALL SUCH RELEVANT INFORMATION TO THE DEPARTMENT.  
  
(B) AN ORGANIZATIONAL CONFLICT OF INTEREST EXISTS WHEN THE NATURE OF THE WORK TO BE PERFORMED UNDER THIS CONTRACT MAY, WITHOUT SOME RESTRICTION ON FUTURE ACTIVITIES, EITHER RESULT IN AN UNFAIR COMPETITIVE ADVANTAGE TO THE CONTRACTOR OR IMPAIR OR APPEAR TO IMPAIR THE CONTRACTOR'S OBJECTIVITY IN PERFORMING THE WORK FOR THE DEPARTMENT.

- (H) THE CONTRACTOR RECOGNIZES THAT EMPLOYEES IN PERFORMING THIS CONTRACT MAY HAVE ACCESS TO DATA, EITHER PROVIDED BY THE DEPARTMENT OR FIRST GENERATED DURING CONTRACT PERFORMANCE, OF A SENSITIVE NATURE WHICH SHOULD NOT BE RELEASED WITHOUT DEPARTMENT APPROVAL. THEREFORE, THE CONTRACTOR AGREES TO OBTAIN CONFIDENTIALITY AGREEMENTS FROM ALL EMPLOYEES WORKING ON REQUIREMENTS UNDER THIS CONTRACT INCLUDING SUBCONTRACTORS AND CONSULTANTS. SUCH AGREEMENTS SHALL CONTAIN PROVISIONS WHICH STIPULATE THAT EACH EMPLOYEE AGREES THAT THE EMPLOYEE WILL NOT DISCLOSE, EITHER IN WHOLE OR IN PART, TO ANY ENTITY EXTERNAL TO THE DEPARTMENT, DEPARTMENT OF HEALTH OR THE NEW YORK STATE DEPARTMENT OF LAW, ANY INFORMATION OR DATA PROVIDED BY THE DEPARTMENT OR FIRST GENERATED BY THE CONTRACTOR UNDER THIS CONTRACT, ANY SITE-SPECIFIC COST INFORMATION, OR ANY ENFORCEMENT STRATEGY WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION OF THE DEPARTMENT. IF A CONTRACTOR, THROUGH AN EMPLOYEE OR OTHERWISE, IS SUBPOENAED TO TESTIFY OR PRODUCE DOCUMENTS, WHICH COULD RESULT IN SUCH DISCLOSURE, THE CONTRACTOR MUST PROVIDE IMMEDIATE ADVANCE NOTIFICATION TO THE DEPARTMENT SO THAT THE DEPARTMENT CAN AUTHORIZE SUCH DISCLOSURE OR HAVE THE OPPORTUNITY TO TAKE ACTION TO PREVENT SUCH DISCLOSURE. SUCH AGREEMENTS SHALL BE EFFECTIVE FOR THE LIFE OF THE CONTRACT AND FOR A PERIOD OF FIVE (5) YEARS AFTER COMPLETION OF THE CONTRACT.
- (I) THE CONTRACTOR AGREES TO INSERT IN EACH SUBCONTRACT OR CONSULTANT AGREEMENT PLACED HEREUNDER (EXCEPT FOR SUBCONTRACTORS OR CONSULTANT AGREEMENTS FOR WELL DRILLING, FENCE ERECTING, PLUMBING, UTILITY HOOKUPS, SECURITY GUARD SERVICES, OR ELECTRICAL SERVICES) PROVISIONS WHICH SHALL CONFORM SUBSTANTIALLY TO THE LANGUAGE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (I), UNLESS OTHERWISE AUTHORIZED BY THE DEPARTMENT.

IF THIS IS A CONTRACT FOR WORK RELATED TO ACTION AT AN INACTIVE HAZARDOUS WASTE SITE, THE FOLLOWING PARAGRAPH SHALL APPLY:

- (J) DUE TO THE SCOPE AND NATURE OF THIS CONTRACT, THE CONTRACTOR SHALL OBSERVE THE FOLLOWING RESTRICTIONS ON FUTURE HAZARDOUS WASTE SITE CONTRACTING FOR THE DURATION OF THE CONTRACT.
- (1) THE CONTRACTOR WILL BE INELIGIBLE TO ENTER INTO A CONTRACT FOR REMEDIAL ACTION PROJECTS FOR WHICH THE CONTRACTOR HAS DEVELOPED THE STATEMENT OF WORK OR THE SOLICITATION PACKAGE.
- (2) THE CONTRACTOR, DURING THE LIFE OF THE WORK ASSIGNMENT AND FOR A PERIOD OF FIVE (5) YEARS AFTER THE COMPLETION OF THE WORK ASSIGNMENT, AGREES NOT TO ENTER INTO A CONTRACT WITH OR TO REPRESENT ANY PARTY WITH RESPECT TO ANY WORK RELATING TO REMEDIAL ACTIVITIES OR WORK PERTAINING TO A SITE WHERE THE CONTRACTOR PREVIOUSLY PERFORMED WORK FOR THE DEPARTMENT UNDER THIS CONTRACT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEPARTMENT.
- (3) THE CONTRACTOR AGREES IN ADVANCE THAT IF ANY BIDS/PROPOSALS ARE SUBMITTED FOR ANY WORK FOR A THIRD PARTY THAT WOULD REQUIRE WRITTEN APPROVAL OF THE DEPARTMENT PRIOR TO ENTERING INTO A CONTRACT BECAUSE OF THE RESTRICTIONS OF THIS CLAUSE, THEN THE BIDS/PROPOSALS ARE SUBMITTED AT THE CONTRACTOR'S OWN RISK, AND NO CLAIM SHALL BE MADE AGAINST THE DEPARTMENT TO RECOVER

THE AFFIRMATIVE ACTION PROVISIONS AND EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS CONTAINED IN THIS PARAGRAPH AND PARAGRAPHS B-F OF THIS CLAUSE SHALL BE APPLICABLE WITHIN THE LIMITATIONS ESTABLISHED BY EXECUTIVE LAW §312 AND 313 AND THE APPLICABLE REGULATIONS.

- (1) THE CONTRACTOR IS REQUESTED TO MAKE GOOD FAITH EFFORTS TO SUBCONTRACT AT LEAST 8.8 PERCENT OF THE DOLLAR VALUE OF THIS CONTRACT TO MINORITY OWNED BUSINESS ENTERPRISES (MBEs) AND AT LEAST 8.8 PERCENT OF SUCH VALUE TO WOMEN OWNED BUSINESS ENTERPRISES (WBEs).
- (2) THE CONTRACTOR IS REQUESTED TO MAKE GOOD FAITH EFFORTS TO EMPLOY OR CONTRACTUALLY REQUIRE ANY SUBCONTRACTOR WITH WHOM IT CONTRACTS TO MAKE GOOD FAITH EFFORTS TO EMPLOY MINORITY GROUP MEMBERS FOR AT LEAST 10 PERCENT OF, AND WOMEN FOR AT LEAST 10 PERCENT OF, THE WORKFORCE HOURS REQUIRED TO PERFORM THE WORK UNDER THIS CONTRACT.
- (3) THE CONTRACTOR IS REQUESTED TO MAKE GOOD FAITH EFFORTS TO SOLICIT THE MEANINGFUL PARTICIPATION BY ENTERPRISES IDENTIFIED IN THE NEW YORK STATE DIRECTOR OF CERTIFIED BUSINESSES PROVIDED BY THE GOVERNOR'S OFFICE OF MINORITY AND WOMEN'S BUSINESS DEVELOPMENT.
- (B) THE CONTRACTOR AGREES TO INCLUDE THE PROVISIONS SET FORTH IN PARAGRAPH (A) ABOVE AND PARAGRAPHS (A), (B) AND (C) OF CLAUSE 12 OF APPENDIX A IN EVERY SUBCONTRACT IN SUCH A MANNER THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR AS TO WORK UNDER SUCH SUBCONTRACT. FOR THE PURPOSE OF THIS PARAGRAPH, A "SUBCONTRACT" SHALL MEAN AN AGREEMENT PROVIDING FOR A TOTAL EXPENDITURE IN EXCESS OF \$25,000 FOR THE CONSTRUCTION, DEMOLITION, REPLACEMENT, MAJOR REPAIR, RENOVATION, PLANNING OR DESIGN OF REAL PROPERTY AND IMPROVEMENTS THEREON IN WHICH A PORTION OF THE CONTRACTOR'S OBLIGATION UNDER A STATE CONTRACT IS UNDERTAKEN OR ASSUMED.
- (C) THE CONTRACTOR IS REQUESTED TO MAKE GOOD FAITH EFFORTS TO UTILIZE THE MBE/WBEs IDENTIFIED IN THE UTILIZATION PLAN TO THE EXTENT INDICATED IN SUCH PLAN, AND OTHERWISE TO IMPLEMENT IT ACCORDING TO ITS TERMS. THE CONTRACTOR IS REQUESTED TO REPORT ON SUCH IMPLEMENTATION PERIODICALLY AS PROVIDED BY THE CONTRACT, OR ANNUALLY, WHICHEVER IS MORE FREQUENT. THE CONTRACTOR ALSO AGREES TO INCORPORATE INTO ANY CONTRACT WITH SUBCONTRACTORS, PROVISIONS APPLICABLE TO RECORDKEEPING, REPORTING, NOTICE REQUIREMENTS AND ACTIONS SUGGESTED BY THE DEPARTMENT TO IMPLEMENT THE UTILIZATION PLAN, AND THE INTENT OF THE EXECUTIVE LAW ARTICLE 15-A, THE REGULATIONS PROMULGATED THEREUNDER, AND OTHER APPLICABLE LAW AND REGULATIONS.
- (D) THE CONTRACTOR HEREBY AGREES TO COMPLY WITH THE INTENT OF THE APPLICABLE PROVISIONS OF EXECUTIVE LAW ARTICLE 15-A AND THE REGULATIONS PROMULGATED THEREUNDER. EXECUTIVE LAW §312, 313 AND 316 ARE HEREBY INCORPORATED BY REFERENCE.

VIII. PRIOR TO THE COMMENCEMENT OF ANY WORK UNDER THIS CONTRACT, THE CONTRACTOR IS REQUIRED TO MEET ALL LEGAL REQUIREMENTS NECESSARY IN THE PERFORMANCE OF THE CONTRACT. THIS INCLUDES BUT IS NOT LIMITED TO COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS PROMULGATED THEREUNDER. IT IS

- X. IN ACCORDANCE WITH STATE LAW (CHAPTER 55 OF THE LAWS OF 1992), THE DEPARTMENT HAS THE AUTHORITY TO ADMINISTRATIVELY OFFSET ANY MONIES DUE IT FROM THE CONTRACTOR, FROM PAYMENTS DUE TO THE CONTRACTOR UNDER THIS CONTRACT.
- XI. THE CONTRACTOR AGREES THAT IF SELECTED AS THE LOWEST BIDDER, THE CONTRACTOR WILL STIPULATE CONCERNING ADHERENCE TO THE MACBRIDE FAIR EMPLOYMENT PRINCIPLES, AS PRESCRIBED BY CHAPTER 807, OF THE LAWS OF 1992. SECTION 174-B OF THE STATE FINANCE LAW REQUIRES THAT BEFORE ENTERING INTO CERTAIN STATE CONTRACTS, PERSONS OR ENTITIES STIPULATE THAT THEY EITHER (1) HAVE NO BUSINESS OPERATIONS IN NORTHERN IRELAND; OR, (2) IF SO ENGAGED, WILL CONDUCT SUCH OPERATIONS IN ACCORDANCE WITH THE MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

FOR CONTRACTS COMPETITIVELY BID, IF THE LOWEST RESPONSIBLE BIDDER FAILS TO STIPULATE AS REQUIRED BY SECTION 174-B, AND ANOTHER BIDDER, WHOSE BID PRICE FOR GOODS, SERVICES OR CONSTRUCTION OF COMPARABLE QUALITY IS WITHIN FIVE PERCENT OF THE LOWEST BID, HAS SO STIPULATED, THE CONTRACTING ENTITY SHALL REFER SUCH BIDS TO THE OFFICE OF GENERAL SERVICES. THE PURPOSE OF SUCH REFERRAL IS A DETERMINATION BY THE COMMISSIONER OF GENERAL SERVICES WHETHER IT IS IN THE BEST INTERESTS OF THE STATE TO REJECT THE LOW BID AND TO AWARD THE CONTRACT TO ANOTHER QUALIFYING BIDDER.

- XII. PURSUANT TO SECTION 167-B OF THE STATE FINANCE LAW, UNLESS OTHERWISE EXEMPTED, ANY BID, PROPOSAL OR OTHER RESPONSE TO A SOLICITATION FOR BID OR PROPOSAL WHICH PROPOSES OR CALLS FOR THE USE OF ANY TROPICAL HARDWOOD OR OTHER TROPICAL WOOD PRODUCT IN PERFORMANCE OF THE CONTRACT SHALL BE DEEMED NON-RESPONSIVE.
- XIII. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS APPENDIX B AND THE TERMS OF THE CONTRACT (INCLUDING ANY AND ALL ATTACHMENTS THERETO AND AMENDMENTS THEREOF, BUT NOT INCLUDING APPENDIX A), THE TERMS OF THIS APPENDIX B SHALL CONTROL. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS APPENDIX B AND APPENDIX A, THE TERMS OF APPENDIX A SHALL CONTROL.

## TITLE 5, NON-HAZARDOUS MUNICIPAL LANDFILL CLOSURE PROJECTS

CONTRACT FOR STATE ASSISTANCE PAYMENTS  
FOR MUNICIPAL LANDFILL CLOSURE PROJECTS

## APPENDIX C

## DOCUMENTATION FOR REIMBURSEMENT CLAIMS MADE ON STATE AID VOUCHER

THE MUNICIPALITY MUST SUBMIT THE FOLLOWING DOCUMENTATION TO THE DEPARTMENT IN SUPPORT OF REIMBURSEMENT CLAIMS:

- 1) A SUMMARY SHOWING ONE HUNDRED PERCENT (100%) OF THE COSTS CLAIMED BY MAJOR CATEGORY (E.G. SALARIES AND WAGE SUPPLIES, EQUIPMENT) SHOULD APPEAR IN THE DESCRIPTION OF CHARGES SECTION OF THE STATE AID VOUCHERS;
- 2) FOR SALARIES AND WAGES (PERSONAL SERVICES), SCHEDULE SHOULD BE ATTACHED SHOWING THE EMPLOYEES' NAMES, TITLES, PERIOD COVERED, HOURS WORKED, RATES AND AMOUNTS SUPPORTING THE TOTAL SHOWN ON THE STATE AID VOUCHER;
- 3) FOR OTHER THAN SALARIES AND WAGES, SCHEDULES OF SOURCE DOCUMENTS (VOUCHER AND/OR CHECK NUMBER) SHOULD BE ATTACHED SHOWING THE PAYEES, BRIEF DESCRIPTION OF GOODS OR SERVICES PROVIDED, AND AMOUNT BY CATEGORY AS SHOWN ON THE STATE AID VOUCHER;
- 4) A COPY OF ANY SUB-CONTRACTS INTO WHICH THE GRANTEE ENTERED UNDER THE PROJECT MUST ACCOMPANY THE FIRST CLAIM WHICH INCLUDES PAYMENTS UNDER THE SUB-CONTRACTS(S) IN QUESTION. COPIES OF MAJOR CHANGE ORDERS MUST BE SIMILARLY PROVIDED; AND
- 5) COPIES OF GRANTEE VOUCHERS AND/OR CANCELED CHECKS COVERING PAYMENTS ON SUB-CONTRACTS MUST BE PROVIDED TO SUPPORT THE AMOUNT OF CONTRACTUAL SERVICES INCLUDED ON THE STATE AID VOUCHERS.
- 6) THE FOLLOWING SENTENCE SHOULD BE TYPED IN THE LOWER LEFT CORNER OF THE DESCRIPTION OF CHARGES SECTION OF THE STATE AID VOUCHERS:

THE PAYEE ADDITIONALLY CERTIFIES THAT THE PROCUREMENT OF ANY GOODS AND SERVICES FOR WHICH REIMBURSEMENT IS CLAIMED WAS, TO THE EXTENT APPLICABLE, ACCOMPLISHED IN ACCORDANCE WITH THE PROVISIONS OF GENERAL MUNICIPAL LAW AND IN ACCORDANCE WITH ALL OTHER LAWS, RULES OR REGULATIONS GOVERNING PROCUREMENT BY THE PAYEE.

Adopted

1/4/00

## TOWN OF RIVERHEAD

Resolution # 1216

**AUTHORIZES TOWN OF RIVERHEAD TO REMOVE RUBBISH, DEBRIS AND THE CUTTING OF GRASS AND WEEDS FROM PROPERTY PURSUANT TO CHAPTER 96 ENTITLED, "TRASH, RUBBISH AND REFUSE DISPOSAL" OF THE RIVERHEAD TOWN CODE**

COUNCILMAN CARDINALE offered the following resolution, was seconded by

COUNCILMAN KENT :

**WHEREAS**, Section 96-2. B. of the Riverhead Town Code provides that the Town Board may require the removal of rubbish and debris and the cutting of grass and weeds; and

**WHEREAS**, property located at 902 Osborne Avenue, Riverhead, New York, also known as Suffolk County Tax Map #0600-102-3-48 is not in compliance with the requirements of Section 96 of the Riverhead Town Code; and

**WHEREAS**, the Town Board of the Town of Riverhead desires to require the removal of the rubbish and debris and the cutting of the grass at the property above mentioned.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Town Clerk to serve notice upon Timmie Casto, P.O. Box 284, Riverhead, New York, 11901, by certified mail, return receipt requested and by regular mail in a plain unmarked wrapper. Such notice is to consist of a certified copy of this resolution and the attached notice to property owner; and be it further

**RESOLVED**, that pursuant to Chapter 96, Section 96-2 E., all actual expenses incurred by the Town of Riverhead to remove the rubbish/debris, grass and weeds shall be assessed against the owner; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Timmie Casto, P.O. Box 284, Riverhead, New York, 11901; the Building Department; Kenneth Testa, P.E. and the Office of the Town Attorney.

## THE VOTE

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No    Lull ☐ Yes ☐ No  
 Villiella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT

THEREUPON DULY DECLARED ADOPTED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that pursuant to Riverhead Town Code, Section 96 of the Town of Riverhead, hereby requires that you cause the property located at 902 Osborne Avenue, Riverhead, New York, further described as Suffolk County Tax Map #0600-102-3-48, to be cleaned of all rubbish, refuse and other debris and that the weeds and grass be mowed within ten (10) days from the date of this notice.

Dated: Riverhead, New York  
January 4, 2000

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**BARBARA GRATTAN, Town Clerk**



12/30/99

## TOWN OF RIVERHEAD

Resolution # 1217

Adopted

**APPOINTS RECREATION AIDES TO THE RIVERHEAD RECREATION  
DEPARTMENT**

**COUNCILMAN KWASNA** offered the following resolution,  
which was seconded by **COUNCILMAN CARDINALE**

**RESOLVED**, that Stephanie Janecek and John Dinkelmeyer are hereby appointed to serve as Recreation Aides for the purpose of being Basketball Leaders, effective January 8, 2000 to and including, April 8, 2000, to be paid at the rate of \$6.00 per hour and to serve at the pleasure of the Town Board.

**BE IT FURTHER RESOLVED**, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

12/30/99

Adopted

## TOWN OF RIVERHEAD

Resolution # 1218

**AUTHORIZES SUPERVISOR TO ENTER INTO AND EXECUTE LEASE  
AGREEMENT BETWEEN THE TOWN OF RIVERHEAD AND THE RIVERHEAD  
THEATRE CORP.**

COUNCILMAN LULL \_\_\_\_\_ offered the following resolution, was seconded by

COUNCILMAN KENT \_\_\_\_\_:

**WHEREAS**, the Town Board of the Town of Riverhead wishes to enter into a lease agreement with the Riverhead Theatre Corp. for the Suffolk Theatre building at 118 East Main Street, Riverhead, New York, further described as Suffolk County Tax Map #0600-129-1-7; and

**WHEREAS**, the Planning Department has recommended the action to be considered as an unlisted action and that an environmental impact statement need not be prepared; and

**WHEREAS**, by Resolution #1064 adopted on November 29, 1999, the Town Clerk was authorized to publish and post a public notice for the consideration of the Supervisor to execute the aforementioned lease, subject to permissive referendum; and

**WHEREAS**, the public comment response time of thirty (30) days in connection with the permissive referendum has now expired.

**NOW THEREFORE BE IT RESOLVED**, that in the matter of the subject lease agreement, the Riverhead Town Board declares itself lead agency pursuant to 6 NYCRR Part 617.4, and be it further

**RESOLVED**, that the Riverhead Town Board determines this action to be an unlisted action having no significant environmental impact and finds that a DEIS need not be prepared, and be it further

**RESOLVED**, that the Planning Director be authorized to publish and post those notices of non-significance as required by law; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a lease agreement (copy annexed hereto) with the Riverhead Theatre Corp. for a nine (9) year term; and be it further

D:\Laura\reso\SuffTheatre.res

**COUNCILMAN CARDINALE OFFERED THE RESOLUTION  
WITH AMENDMENTS, WHICH WAS SECONDED  
BY COUNCILMAN KENT.**

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

**ALL COUNCILMEN IN FAVOR OF.  
RESOLUTION WAS THEREUPON DECLARED TO BE ADOPTED**

**THEREUPON DULY DECLARED ADOPTED**

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Theatre Corp., P.O. Box 644, Riverhead, New York, 11901; Andrea Lohneiss, Director, Community Development Agency; Kenneth Testa, P.E.; the Office of the Town Attorney and the Accounting Department.

December 30, 1999

Adopted

TOWN OF RIVERHEAD

Resolution # 1219

**ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS – LOUIS  
CARRACIOLO**

**COUNCILMAN KWASNA**

offered the following resolution, which was seconded

by **COUNCILMAN CARDINALE**:

**WHEREAS**, the Riverhead Farmland Preservation Committee (“the Committee”) has received an offer for sale of development rights from Louis Carraciolo, respecting 24.7 acres of real property located Herricks Lane, Jamesport, New York, such real property more particularly described as Suffolk County Tax Map number 0600- 9-2-5.4 and

**WHEREAS**, the Committee has commissioned an appraisal of the value of development rights inherent in the subject real property; and

**WHEREAS**, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from the property; and

**WHEREAS**, the Town Board has carefully considered the merits of the offer sale of development rights, the report of the Peconic Land Trust, the appraisal of development rights by Given Associates, the report of the Farmland Preservation Committee, the criteria set forth in the agricultural preservation law and all other pertinent planning, zoning and environmental information;

**NOW, THEREFORE BE IT**

**RESOLVED**, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of Louis Carraciolo, pursuant to Chapter 44, Section 44-5 B(2) of the Code of the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a contract for purchase of development rights from the subject property in an amount not to exceed Seven Thousand Six Hundred Dollars (\$7600.00) per acre; and be it further

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Louis Carraciolo , 39 Jomar Road, Shoreham, New York 11786, the Farmland Preservation Committee, the Planning Department, and the Office of the Town Attorney.

December 30, 1999

2509  
Adopted

TOWN OF RIVERHEAD

Resolution # 1220

**ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS – ALAN ZILNICKI**

**COUNCILMAN KENT** offered the following resolution, which was seconded  
by **COUNCILMAN LULL**:

WHEREAS, the Riverhead Farmland Preservation Committee (“the Committee”) has received an offer for sale of development rights from Alan Zilnicki respecting 17.4 acres of real property located on Roanoke Avenue, Riverhead, New York, such real property more particularly described as Suffolk County Tax Map number 0600-42-2-1; and

WHEREAS, the Committee has commissioned an appraisal of the value of development rights inherent in the subject real property; and

WHEREAS, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from the property; and

WHEREAS, the Town Board has carefully considered the merits of the offer sale of development rights, the report of the Peconic Land Trust, the appraisal of development rights by Given Associates, the report of the Farmland Preservation Committee, the criteria set forth in the agricultural preservation law and all other pertinent planning, zoning and environmental information;

**NOW, THEREFORE BE IT**

**RESOLVED**, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of Alan Zilnicki, pursuant to Chapter 44, Section 44-5 B(2) of the Code of the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a contract for purchase of development rights from the subject property in an amount not to exceed Eight Thousand Nine Hundred Sixty Five Dollars (\$8965.00) per acre; and be it further

THE VOTE  
Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
Kwaczynski ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Villella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Alan Zilnicki, 2107 Roanoke Avenue Riverhead New York 11901, the Farmland Preservation Committee, Peconic Land Trust, Attn. Julie Westnofske, 296 Hampton Road, PO Box 1776, Southampton, New York, 11968; the Planning Department, and the Office of the Town Attorney.

Adopted

December 30, 1999

TOWN OF RIVERHEAD

Resolution # 1221

**ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS – ROBERT  
KRUDOP**

COUNCILMAN LULL offered the following resolution, which was seconded  
by COUNCILMAN KENT:

WHEREAS, the Riverhead Farmland Preservation Committee (“the Committee”) has received an offer for sale of development rights from Robert Krudop respecting 33.975 acres of real property located on Sound Avenue, Riverhead, New York, such real property more particularly described as Suffolk County Tax Map number 0600-8-2-15.1; and

WHEREAS, the Committee has commissioned an appraisal of the value of development rights inherent in the subject real property; and

WHEREAS, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from the property; and

WHEREAS, the Town Board has carefully considered the merits of the offer sale of development rights, the report of the Peconic Land Trust, the appraisal of development rights by Given Associates, the report of the Farmland Preservation Committee, the criteria set forth in the agricultural preservation law and all other pertinent planning, zoning and environmental information;

**NOW, THEREFORE BE IT**

**RESOLVED**, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of Robert Krudop, pursuant to Chapter 44, Section 44-5 B(2) of the Code of the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a contract for purchase of development rights from the subject property in an amount not to exceed Eight Thousand Eight Hundred Thirty Dollars (\$8,830.00) per acre; and be it further

**THE VOTE**  
Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
Villella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED



**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, PO Box 779 Riverhead, New York 11901, the Farmland Preservation Committee, Peconic Land Trust, Attn. Julie Westnofske, 296 Hampton Road, PO Box 1776, Southampton, New York, 11968; the Planning Department, and the Office of the Town Attorney.

Adopted

**TOWN OF RIVERHEAD****RESOLUTION # 1222****APPOINTS MARRIAGE OFFICER**

Councilman COUNCILMAN KWASNA offered the following resolution which  
 was seconded by Councilman COUNCILMAN LULL.

RESOLVED, that the Town Board of the Town of Riverhead hereby  
 appoints Town Clerk, Barbara A. Grattan, as Marriage Officer for the Town  
 of Riverhead. She is to serve in said position without compensation.

**THE VOTE**

Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Kent <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Kwasna <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lull <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Villella <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

THE RESOLUTION WAS ☐ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

## TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1223

GENERAL FUND  
BUDGET ADJUSTMENTCOUNCILMAN LULL

offered the following resolution,

which was seconded by

COUNCILMAN KENT

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

## FROM:

001.011100.511500	TOWN JUSTICE, PERSONAL SERVICES	\$4,000.
001.035100.541150	CONTROL OF DOGS, BLDG REPAIRS	1,000.
001.013450.511500	PURCHASING, OVERTIME	1,900.
001.031200.542402	POLICE, CLOTHING ALLOWANCE EXPENSE	2,000.
001.016200.542500	BLDGS & GROUNDS, SUPPLIES	5,000.
001.090150.581100	NYS RETIREMENT EXPENSE	128,000.
001.013100.543900	FINANCE, MISC. CONSULTANTS EXPENSE	28,000.
001.013550.511500	ASSESSMENT, PERSONAL SERVICES	5,000.
001.013550.512500	ASSESSMENT, OVERTIME	3,000.
001.014100.511500	TOWN CLERK, PERSONAL SERVICES	5,000.
001.016200.511500	SHARED SERVICES, PERSONAL SERVICES	5,000.
001.016200.542113	SHARED SERVICES, POSTAGE EXPENSE	8,000.
001.016250.524175	BLDGS & GROUNDS, TRUCK EQUIPMENT	5,000.
001.016250.541204	BLDGS & GROUNDS, REC. REPAIRS & MAINT.	6,000.
001.031200.541500	POLICE, AUTO REPAIR EXPENSE	15,000.
001.031200.541401	POLICE, RADIO MAINT. EXPENSE	7,500.
001.031250.511100	J.A.B., PERSONAL SERVICES	10,000.
001.031250.516650	J.A.B., HOLIDAY PAY	7,150.
001.067720.511501	NUTRITION, ADMIN. PERSONAL SERVICES	5,000.
001.067720.511520	NUTRITION, BUS. PERSONAL SERVICES	6,000.
001.071400.546000	PLAYGROUNDS & CENTERS, UTILITIES	10,000.
001.090300.582100	UNIFORM, SOCIAL SECURITY	3,535.

## TO:

001.080200.511500	PLANNING STAFF	\$25,000.
001.045400.546101	AMBULANCE, TELEPHONE EXPENSE	125.
001.031255.549000	YOUTH COURT, MISC. EXPENSE	400.
001.031200.546100	POLICE, TELEPHONE EXPENSE	2,000.
001.016250.547504	BLDGS. & GROUNDS, SANITATION EXPENSE	100.
001.010100.543301	TOWN BOARD, LITIGATION EXPENSE	5,000.
001.099010.596500	INSURANCE RESERVE TRANSFER	100,000.
001.067720.546000	NUTRITION UTILITIES EXPENSE	300.

DECEMBER 30, 1999

## GENERAL FUND BUDGET ADJUSTMENT CONTINUED:

		TO:
001.067720.541530	NUTRITION, AUTO REPAIRS	1,140.
001.067720.543405	NUTRITION TRAVEL EXPENSE	1,065.
001.067720.542000	NUTRITION SUPPLIES	5,000.
001.071100.518607	PARK SEASONAL EMPLOYEES	1,000.
001.070200.542104	RECREATION ADMIN. SUPPLIES	500.
001.076200.545000	ADULT PROGRAM RENTALS	300.
001.031200.545260	POLICE, CELL PHONE EXPENSE	1,500.
001.013100.524000	FINANCE, EQUIPMENT	10,000.
001.013100.512500	FINANCE, OVERTIME	3,000.
001.013100.511500	FINANCE, PERSONAL SERVICES	15,000.
001.075100.511502	HISTORIAN, PERSONAL SERVICES	120.
001.010100.511500	TOWN BOARD, PERSONAL SERVICES	2,600.
001.012200.511500	SUPERVISOR, PERSONAL SERVICES	3,500.
001.01330.511500	TAX RECEIVER, PERSONAL SERVICES	1,500.
001.013450.511500	PURCHASING, PERSONAL SERVICES	2,500.
001.014400.511500	TOWN ENGINEER, PERSONAL SERVICES	7,200.
001.016250.511500	BLDGS & GROUNDS, PERSONAL SERVICES	12,000.
001.016250.512500	BLDGS & GROUNDS, OVERTIME	3,000.
001.031200.512500	POLICE, NON-UNIFORM OVERTIME	1,200.
001.031200.515503	POLICE, CROSSING GUARDS	1,400.
001.035100.511100	ANIMAL CONTROL, PERSONAL SERVICES	2,500.
001.036200.511500	SAFETY INSPECTOR, PERSONAL SERVICES	17,000.
001.036200.512500	SAFETY INSPECTOR, OVERTIME	10,000.
001.050100.511500	HIGHWAY ADMIN., PERSONAL SERVICES	5,000.
001.050100.546400	HIGHWAY ADMIN., WATER EXPENSE	100.
001.067720.511510	NUTRITION, PERSONAL SERVICES	6,000.
001.067720.512500	NUTRITION, OVERTIME	600.
001.070200.511500	REC. ADMIN., PERSONAL SERVICES	5,500.
001.071400.515605	PLAYGROUNDS & CENTERS, SECURITY	250.
001.080200.543950	PLANNING DEPT, CONSULTANT	2,000.
001.086860.511500	COMM. DEVELOPMENT, PERSONAL SERVICES	5,000.
001.090300.582500	NON-UNIFORM, SOCIAL SECURITY	10,000.
001.013100.549000	FINANCE, MISC. EXPENSE	125.
001.014400.542100	TOWN ENGINEER, MISC. OFFICE EXPENSE	50.
001.036200.542100	SAFETY INSPECTOR, OFFICE EXPENSE	510.

**THE VOTE**

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No

Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No

Villella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT \_\_\_\_\_

THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1998

## TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1224STREET LIGHTING DISTRICT  
BUDGET ADJUSTMENTCOUNCILMAN KWASNA

offered the following resolution,

which was seconded by

COUNCILMAN KENT

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

## FROM:

\$5,700.

116.051820.546200 ELECTRIC EXPENSE

## TO:

1,500.

116.051820.512500

OVERTIME

116.051820.511500

PERSONAL SERVICES

4,000.

116.051820.541414

STREET LIGHTING MAINTENANCE

200.

## THE VOTE

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
 Kwacna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
 Vilella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY DECLARED ADOPTED

December 30, 1999

## TOWN OF RIVERHEAD

Resolution # 1225**Adopted**SEWER DISTRICTBUDGET ADJUSTMENT**COUNCILMAN CARDINALE**

offered the following resolution ,

which was seconded by **COUNCILMAN LULL**

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

114.000000.390599 APPROPRIATED FUND BALANCE  
 114.081300.547504 SANITATION DISPOSAL EXPENSE  
 114.081300.546204 STATION ELECTRICITY

## FROM:

\$27,000.  
 9,050.  
 12,000.

## TO:

114.081300.546100 TELEPHONE EXPENSE  
 114.081300.524100 MOTOR VEHICLES  
 114.081300.523011 PLANT IMPROVEMENT  
 114.081300.543320 LEGAL EXPENSE  
 114.081100.511500 PERSONAL SERVICES

\$25.  
 27,025.  
 5,000.  
 4,000.  
 12,000.

**THE VOTE**

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
 Villiella ☐ Yes ☒ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

## TOWN OF RIVERHEAD

RESOLUTION # 1226

Adopted

REFUSE & GARBAGE DISTRICT  
BUDGET ADJUSTMENT**COUNCILMAN KENT**

offered the following resolution,

which was seconded by **COUNCILMAN KWASNA**

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

115.099010.595001 TRANSFER TO GENERAL FUND  
115.081600.547503 S.T.O.P. FACILITY EXPENSE

**FROM:**

\$300.  
3,000.

115.090300.582500 SOCIAL SECURITY EXPENSE  
115.081600.511500 PERSONAL SERVICES

**TO:**

\$300.  
3,000.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

## TOWN OF RIVERHEAD

Adopted

Resolution # 1227COMMUNITY DEVELOPMENT AGENCY - CALVERTONBUDGET ADJUSTMENTCOUNCILMAN LULL

offered the following resolution ,

which was seconded by COUNCILMAN CARDINALE

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

914.069800.547522 PERMITS & LICENSES  
 914.069800.541499 MISC. REPAIR & MAINTENANCE

FROM:

\$500.  
 43,000.

914.069800.546100 TELEPHONE EXPENSE  
 914.069800.543300 LEGAL EXPENSE

TO:

\$500.  
 43,000.

## THE VOTE

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
 Vilella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY DECLARED ADOPTED



DECEMBER 30, 1999

TOWN OF RIVERHEAD

Resolution # 1228

Adopted

RECREATION PROGRAM FUNDBUDGET ADJUSTMENTCOUNCILMAN CARDINALE

offered the following resolution ,

which was seconded by

COUNCILMAN KWASNA

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

006.076230.582500

VOLLEYBALL SOCIAL SECURITY

FROM:

\$125.

006.090300.582500

SOCIAL SECURITY EXPENSE

TO:

\$125.

## THE VOTE

Cardinale ☒ Yes ☐ No    Kont ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Villalita ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY DECLARED ADOPTED

December 30, 1999

TOWN OF RIVERHEAD  
HIGHWAY DEPARTMENT  
BUDGET ADJUSTMENT

Adopted

RESOLUTION # 1229

COUNCILMAN LULL offered the following resolution,  
which was seconded by COUNCILMAN KENT

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

		FROM:	
111.051100.541301	BLACKTOP EXPENSE	\$15,000.	
111.051300.524000	EQUIPMENT	3,700.	
			TO:
111.051100.511500	GENERAL REPAIRS, PERSONAL SERVICES	\$15,000.	
111.051300.511500	MACHINERY, PERSONAL SERVICES	3,700.	

**THE VOTE**  
Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT  
THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

TOWN OF RIVERHEADResolution # 1230WATER DISTRICTBUDGET ADJUSTMENTS**COUNCILMAN CARDINALE**

offered the following resolution,

which was seconded by **COUNCILMAN KENT**

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustments:

112.083200.541100 REPAIRS  
112.083200.543506 LAB ANALYSIS

FROM:  
\$10,250.  
10,000.

112.083100.511500 PERSONAL SERVICES  
112.083200.546100 TELEPHONE EXPENSE

TO:  
\$ 20,000.  
250.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Vicella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ ADOPTED.  
THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

Adopted

## TOWN OF RIVERHEAD

RESOLUTION # 1231MUNICIPAL GARAGE FUNDBUDGET ADJUSTMENT**COUNCILMAN KWASNA**

\_\_\_\_\_ offered the following resolution,

which was seconded by **COUNCILMAN LULL**

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

## FROM:

626.016900.540000

CONTRACTUAL EXPENSE

\$1,500.

## TO:

626.016900.511500 PERSONAL SERVICES

\$1,500.

THE TOWN OF RIVERHEAD

Cardinale ☒ Yes ☐ No  
 Kwesna ☒ Yes ☐ No  
 Villalta ☒ Yes ☐ No

THE RESOLUTION WAS ☒ NOT ☐ NOT

THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

## TOWN OF RIVERHEAD

Resolution # 1232

Adopted

JOINT SCAVENGER WASTE DISTRICTBUDGET ADJUSTMENT

COUNCILMAN LULL offered the following resolution,  
 which was seconded by COUNCILMAN CARDINALE

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

918.081890.512500

OVERTIME

FROM:

\$1,500.

918.081890.511500

PERSONAL SERVICES

TO:

\$1,500.

**THE VOTE**Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ NoKwasna ☒ Yes ☐ No Lull ☒ Yes ☐ NoVillalita ☒ Yes ☐ NoTHE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

## TOWN OF RIVERHEAD

RESOLUTION # 1233

Adopted

SPECIAL TRUST FUNDBUDGET ADJUSTMENT**COUNCILMAN KWASNA**

offered the following resolution,

which was seconded by

**COUNCILMAN KENT**

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

736.092705.421050

PARK &amp; RECREATION FEES

FROM:

\$328,000.

TO:

736.099500.597000.40020	MTG. HOUSE CREEK PARK	\$3,500.
736.099500.597000.40033	'97 STOTZKY PARK IMPROVEMENT	20,000.
736.099500.597000.40093	LITTLE LEAGUE FIELD IMPROVEMENT	38,100.
736.099500.597000.40012	STOTZKY PARK LIGHTING IMPROVEMENT	47,000.
736.099500.597000.70036	'95 RECREATION FACILITY	7,300.
736.099500.597000.70037	CHILDREN'S PLAYGROUND IMPROVEMENT	12,000.
736.099500.597000.70040	'98 RECREATION IMP. CAPITAL PROJECT	83,100.
736.099500.597000.70041	'99 RECREATION IMP. CAPITAL PROJECT	72,500.
736.099500.597000.70093	EAST CREEK PUMP-OUT STATION	2,000.
736.099500.597000.70094	POLICE MEMORIAL PARK	2,500.
736.099500.597003.00000	IRON PIER BEACH IMPROVEMENT	40,000.

## THE VOTE

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Villella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT

THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

## TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1234RISK RETENTION FUNDBUDGET ADJUSTMENTCOUNCILMAN KWASNA

offered the following resolution,

which was seconded by COUNCILMAN KENT

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

175.092801.481000

GENERAL FUND TRANSFER

**FROM:**

\$15,000.

175.017100.548210

GENERAL FUND ADMIN.

**TO:**

\$15,000.

**THE VOTE**

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Villella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY DECLARED ADOPTED

DECEMBER 30, 1999

TOWN OF RIVERHEAD

Adopted

Resolution # 1235POLICE EMERGENCY BOATCAPITAL PROJECTBUDGET ADJUSTMENTCOUNCILMAN CARDINALE

offered the following resolution,

COUNCILMAN KWASNA

which was seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

406.013100.481000.40056 GENERAL FUND TRANSFER

FROM:

\$5,500.

406.031200.524915.40056  
406.031200.524916.40056

BOAT TRAILER EQUIPMENT  
BOAT ENGINE (DUAL)

TO:

\$1,000.  
4,500.

**THE VOTE**

Cardinale ✓ Yes ✓ No ✓ Kent ✓ Yes ✓ No  
Kwasna ✓ Yes ✓ No ✓ Lull ✓ Yes ✓ No  
Villella ✓ Yes ✓ No ✓

THE RESOLUTION WAS X WAS NOT ✓

THEREUPON DULY DECLARED ADOPTED



RESOLUTIN # 1236

0694211.01  
072113-

**SPECIAL**

At a ~~regular~~ meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on December 30, 1999, at 10:00 o'clock A.M., Prevailing Time.

The meeting was called to order by Supervisor Villella, and upon roll being called, the following were

PRESENT: Supervisor Villella  
Councilman Cardinale  
Councilman Kent  
Councilman Kwasna  
Councilman Lull

ABSENT:

The following resolution was offered by Councilman COUNCILMAN LULL, who moved its adoption, seconded by Councilman COUNCILMAN KENT, to-wit:

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
VILLELLA ☒ Yes ☐ No  
THE RESOLUTION ☒ WAS NOT  
THEREUPON declared ADOPTED

BOND RESOLUTION DATED DECEMBER 30, 1999.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,250,000 SERIAL BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ORIGINAL IMPROVEMENT AND EMBELLISHMENT OF IRON PIER BEACH OF AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the original improvement and embellishment of Iron Pier Beach of and for the Town of Riverhead, Suffolk County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$2,250,000 serial bonds of the Town of Riverhead, Suffolk County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$2,250,000, and that the plan for the financing thereof is by the issuance of the \$2,250,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 19(c) of paragraph a of Section

11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Riverhead, Suffolk County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such serial bonds any charges for

mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in full in *The Times Review*, the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 35.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

<u>Supervisor Villella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Yes</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

\*

\*

\*

\*

STATE OF NEW YORK       )  
                               ) ss:  
 COUNTY OF SUFFOLK       )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on December 30, 1999, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

January 3, 2000



I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)  
of posted notice \_\_\_\_\_

Date of Posting

Town Clerk's bulletin board

December 30, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on December 31, 1999.

\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)

LEGAL NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on December 30, 1999, duly adopted the resolution published herewith subject to a permissive referendum.

Dated:     Riverhead, New York  
          December 30, 1999

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Town Clerk

December 30, 1999

Adopted

TOWN OF RIVERHEAD

Resolution # 1237

**APPROVES SITE PLAN OF SUNKEN PONDS ESTATES**

**COUNCILMAN CARDINALE**

\_\_\_\_\_ offered the following resolution,

**COUNCILMAN LULL**

which was seconded by \_\_\_\_\_:

**WHEREAS**, a site plan and elevations were submitted by Sunken Ponds Estates, for construction of 192 senior citizen condominium units upon thirty-eight (38) acres at premises, located at Middle Road, Riverhead, New York, known and designated as Suffolk County Tax Map Number 600-82-4-209.4; and

**WHEREAS**, the Planning Department has reviewed the site plan dated October 23, 1998, as prepared by Young & Young, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

**WHEREAS**, by resolution number 507 of 1996, the Town Board, as Lead Agency, did determine the action to be Type I pursuant to 6 NYCRR Part 617 and did further determine the action not to have a significant impact upon the environment and that a Draft Environmental Impact Statement need not be prepared; and

**WHEREAS**, rather than provide for the sterilization of twenty-three (23) non-contiguous acres and the transfer of development rights from said sterilized property to allow the construction of 192 senior citizens condominium units at the premises, the Town required the applicant to acquire a contiguous twenty-three (23) acres parcel which shall be merged and become part of the premises; and

**WHEREAS**, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

**WHEREAS**, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 99-001206 of the Office of the Supervisor of the Town of Riverhead; and;

**WHEREAS**, this Town Board has reviewed the site plan aforementioned.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the site plan and elevations submitted by Sunken Ponds Estates, for construction of 192 senior citizen condominium units upon sixty-one (61) acres at premises, located at Middle Road, Riverhead, New York, site plan dated October

23, 1998, as prepared by Young & Young, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That this approval is limited to sections 1 and 2; totaling 114 dwelling units.
2. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
3. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
4. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
5. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
6. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
7. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
8. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
9. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
10. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Sunken Ponds Estates Attn: Bernard Lavender hereby authorizes and consents to the Town of Riverhead to enter premises at Middle Road, Riverhead, New York, to enforce said handicapped parking regulations;

11. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
12. That all utilities shall be constructed underground;
13. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
14. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
15. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
16. That the total number of units to be occupied not exceed 7.4 resident persons per acre assuming one resident per one bedroom unit and two residents per two bedroom unit;
17. That no building permit shall be issued prior to the approval of a condominium map pursuant to the New York State General Municipal Law and Section 108-146 of the Riverhead Zoning Ordinance;
18. That no building permits for units to be constructed within section 3 shall be issued prior to the approval of a revised site plan depicting the merger of 23 acres of contiguous real property to the east and designation of units thereon; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Sunken Ponds Estates Attn: Bernard Lavender, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

## DECLARATION AND COVENANTS

**THIS DECLARATION**, made the \_\_\_\_ day of \_\_\_\_\_, 1999, made by Sunken Ponds Estates Attn: Bernard Lavender, residing at 5510 Merrick Road Massapequa, NY 11758, Declarant:

### WITNESSETH:

**WHEREAS**, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

**WHEREAS**, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

**WHEREAS**, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

### NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That this approval is limited to sections 1 and 2; totaling 114 dwelling units.
2. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as, those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;

4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Sunken Ponds Estates Attn: Bernard Lavender hereby authorizes and consents to the Town of Riverhead to enter premises at Middle Road, Riverhead, New York, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground;
12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall pose a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;

14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
15. That the total number of units to be occupied not exceed 7.4 resident persons per acre assuming one resident per one bedroom unit and two residents per two bedroom unit;
16. That no building permit shall be issued prior to the approval of a condominium map pursuant to the New York State General Municipal Law and Section 108-146 of the Riverhead Zoning Ordinance;
17. That no disturbance of land or construction of buildings with section 3 shall occur prior to the approval of a revised site plan depicting a merger of 23 acres of real property to the east and the designation of units thereon;

Declarant has hereunto set his/her hand and seal the day and year above first written.

\_\_\_\_\_  
Sunken Ponds Estate Attn.: Bernard Lavender

STATE OF NEW YORK )

: ss.:

COUNTY OF SUFFOLK )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

### THE VOTE

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Villola	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THE RESOLUTION WAS DECLARED ADOPTED



30 DECEMBER 1999  
 January 4, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 1238

**APPROVES SITE PLAN OF PAMELA BOYLE BED & BREAKFAST**

**COUNCILMAN KWASNA**

\_\_\_\_\_ offered the following resolution,  
 which was seconded by **COUNCILMAN KENT** \_\_\_\_\_:

WHEREAS, a site plan and elevations were submitted by Pamela Boyle, for use of an existing house as a bed and breakfast, located at 1686 Main Rd. Jamesport, New York, known and designated as Suffolk County Tax Map Number 600-69-1-5; and

WHEREAS, the Planning Department has reviewed the site plan dated March 11, 1998, as prepared by Joseph A. Ingegno, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a Type II Action pursuant to 6 NYCRR Part 617; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 99-1230 of the Office of the Supervisor of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the site plan and elevations submitted by Pamela Boyle, for use of existing house as a bed and breakfast, located at 1686 Main Rd. Jamesport, New York, site plan dated March 11, 1998, as prepared by Joseph A. Ingegno, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;

2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Pamela Boyle hereby authorizes and consents to the Town of Riverhead to enter premises at 1686 Main Rd. Jamesport, New York, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground;

12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Pamela Boyle, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

## DECLARATION AND COVENANTS

THIS DECLARATION, made the \_\_\_\_ day of \_\_\_\_\_, 2000, made by Pamela Boyle, residing at 1686 Main Rd. Jamesport, Declarant:

### WITNESSETH:

**WHEREAS**, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

**WHEREAS**, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

**WHEREAS**, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

### NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Pamela Boyle hereby authorizes and consents to the Town of Riverhead to enter premises at 1686 Main Rd. Jamesport, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all utilities shall be constructed underground;
11. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall pose a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

Declarant has hereunto set his/her hand and seal the day and year above first written.

---

Pamela Boyle

STATE OF NEW YORK )

: ss.:

COUNTY OF SUFFOLK )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

NOTARY PUBLIC

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Vitella	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**THE RESOLUTION** ☒ **ADOPTED**

**THEREUPON DULY DECLARED ADOPTED**

12/30/99

Adopted

RESOLUTION # 1239

AUTHORIZES SERVICE AGREEMENT  
RE: CALVERTON SEWER DISTRICT

Town of Riverhead

Adopted \_\_\_\_\_

COUNCILMAN KWASNA

\_\_\_\_\_ offered the following  
resolution which was seconded by COUNCILMAN KENT \_\_\_\_\_,

WHEREAS, the Riverhead Town Board has held the necessary proceedings to cause the establishment of the Calverton Sewer District, and

WHEREAS, property served by the Calverton Sewer District has been previously served by the Community Development Agency through a contract for services with Water and Sewage Treatment Enterprises, Inc., hereinafter contractor, to provide for daily operation, maintenance and necessary testing to meet permit and treatment requirements, and

WHEREAS, the 2000 budget adopted by the Town Board for the Calverton Sewer District provides for the continued services of contractor as an expense of special district and not as an expense of the Community Development Agency, and

WHEREAS, the contract has been prepared for temporary interim services by contractor to the Calverton Sewer District, which contract may be terminated by the Town Board upon two days written notice,

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor be and is hereby authorized to execute the attached service agreement between the Calverton Sewer District and Water and Sewage Treatment Enterprises, Inc., and be it further

RESOLVED, that the Town Clerk forward certified copies of this resolution to H2M, Frank Isler, Esq., Accounting Department, and the contractor.

## THE VOTE

Cardinale ☒ Yes \_\_\_\_\_ No ☒ Yes \_\_\_\_\_ No  
Kwasna ☒ Yes \_\_\_\_\_ No ☒ Yes \_\_\_\_\_ No  
Vilella ☒ Yes \_\_\_\_\_ No \_\_\_\_\_

THE RESOLUTION WAS \_\_\_\_\_ WAS NOT \_\_\_\_\_  
THEREUPON DULY DECLARED ADOPTED

## SERVICE AGREEMENT

This AGREEMENT made and dated this \_\_\_\_\_ between Water and Sewage Treatment Enterprises Inc. ("Contractor") and the Calverton Sewer District (Owner), All references to Manager shall be deemed to refer to owner.

### Scope of Work

The work which Contractor is obligated to perform under this Agreement (the "Work") at the property known as Calverton Sewer District (the "Property") is set forth below and in Appendix A, the "Statement of Work" which is incorporated into this Agreement by this reference.

Operation and monitoring of the existing wastewater treatment plant, per proposal dated 12/23/99 annexed hereto. Daily inspections by a licensed operator and monthly/quarterly laboratory testing as per New York State and Suffolk County permit monitoring requirements. Contractor will be responsible for general preventative maintenance and all minor repairs under \$500.00. Contractor will notify Owner of any repairs required to the following:

- ♦ Comminutor and associated systems
- ♦ 3 inflow pumps and associated systems
- ♦ 2 aeration turbine blowers and associated systems
- ♦ 2 clarifiers, drivers and associated systems

Representative(s) shall be for:            the Owner;  
   the Contractor, Richard Crescenzo

### Term

The term of this Agreement shall commence on January 1<sup>st</sup>, 2000, and shall expire at midnight on December 31<sup>st</sup>, 2001, unless extended or sooner terminated in the manner prescribed in this Agreement.

### Compensation

For the performance of the Work, Owner shall pay Contractor the sum of \$2100.00 monthly plus lab fees as follows; monthly \$733.75, quarterly \$212.50. Lab fee will be adjusted as your SPDES permit is modified.

Payments(s) are subject to additions and deductions in accordance with this Agreement. Contractor shall be paid only after all services have been completed, inspected and accepted by Owner, within thirty (30) days of receipt by Owner of invoice.



### Protection of Persons and Property

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to (1) any employee or other person on the work site, (2) all materials to be incorporated into the Work, and (3) the work site and any improvements or other personal property located on the work site. Contractor assumes all risks of damage or injury for whatever cause to property or persons used or employed on or in the property where ever located, resulting from any action or operation under this Agreement or in connection with the work.

Contractor shall provide Manager with a copy of A.I.I. accident reports, including all OSHA 100 recordable injuries and illnesses, related to performance of the Work.

Contractor hereby acknowledges that they have read such rules and will abide by them. No smoking is permitted at any time on the work site. The obligations of Contractor under this section extends to Contractor's employees, subcontractors, suppliers or others who may be performing work under this Agreement. Contractor agrees to pay just charges assessed by Manager for removal of surplus materials, containers and/or rubbish left by Contractor (or its subcontractors) including any charges for removal repair. All damage or loss of any property caused in whole or in part by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor.

### Indemnification

Contractor shall indemnify and hold Manager, the Town of Riverhead ("Owner"), Owner's lessees and sublessees, and their respective agents and employees harmless from and against any and all claims, damages, liability, losses and expenses, including reasonable attorney fees, associated with:

- a) Bodily injury, personal injury, sickness, disease or death to any person (without limitation by any Workers Compensation or Disability Act or other insurance coverage);
- b) Damage to, or destruction of, any portion of the property, any adjoining building or structure, or any other real or personal property;

to the extent that any such damage, loss or expense is caused in whole or in part by the negligent act or omission of the Contractor, any subcontractor, any individual directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether caused in part by any indemnified party, and for which Contractor is legally held responsible or directly related to.

### Insurance

Prior to the commencement of any work, Contractor shall procure and maintain for the duration of this Agreement the following policies of insurance:

- a) Workers Compensation Insurance to the extent required by law, with Employer's Liability coverage in an amount not less than \$1,000,000 covering all personnel employed by Contractor. If coverage is provided by a State Fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the State Fund or that Contractor has State approval to be a self-insurer. Any policy of insurance must contain a provision or endorsement providing that the insurer's rights of subrogation against Manager and his employees are waived.
- b) Comprehensive General Liability Insurance in a form satisfactory to Manager (including contractual liability coverage covering all liability assumed by Contractor in this Agreement) in an amount not less than \$2,000,000 insuring Manager and Owner against claims for personal injury or death and property damage caused by, resulting from, arising out of, or occurring in connection with the performance of the Work.
- c) Automobile liability insurance for any vehicle owned or leased or used by Contractor with limits of \$500,000 for injury or death of any one person, \$1,000,000 for injury or death of two or more persons in any occurrence and property damage with a limit of \$500,000 for each accident.

The insurance policies described above shall be placed with an insurance company that is authorized to do business and settle claims in the state in which the Work is to be performed. Each policy shall name the Manager and the Owner as additional insured and shall provide that Manager shall receive twenty (20) days written notice of cancellation.

Each policy of insurance shall contain provisions to the effect that (i) the insolvency or bankruptcy of the insured (or his estate) shall not release the insurer from its obligations to satisfy claims otherwise covered by the policy and (ii) that the insurer will pay on behalf of the insured all sums which the insured would be legally obligated to pay as a result of liability arising under this Agreement or caused by, resulting from, arising out of, or occurring in connection with the work performed under this Agreement. Contractor shall require that each subcontractor performing work under this Agreement obtain and provide evidence of the same type and amount of insurance as set out above.

A certificate evidencing each policy of insurance, in sufficient detail to verify compliance with this section, and policy deductible shall be delivered to Manager prior to commencement of work.

In the event that any required policy of insurance shall expire or be canceled during the term of this Agreement, Contractor agrees to promptly replace such insurance and to provide Manager with certificate(s) which evidence such coverage not less than fifteen (15) days prior to the expiration or cancellation of such insurance. If contractor fails to provide such coverage within five (5) days following written notice from Manager, then Manager may procure such insurance coverage and charge the cost of such coverage to the Contractor.

### Termination

Manager or Owner may terminate this Agreement, or any portion of this Agreement, without cause by giving Contractor two (2) days written notice of termination. For cause, Manager may terminate this Agreement immediately upon written notice. Contractor may terminate this Agreement by giving Manager ninety (90) days written notice of termination. Upon termination of this Agreement, Contractor shall remove any and all of their equipment and tools from the site and thereafter not have access to the site without permission of Manager. Manager can terminate contract upon two (2) days notice due to sale or transfer of property.

### Assignment and Subcontracting

Any assignment or attempt to assign any portion of its rights or obligations by Contractor, including the right to receive money that may become due to Contractor under this Agreement, shall be void and of no force and effect unless Contractor shall have obtained the written consent to such assignment from the Manager. Manager retains the right to assign this Agreement to Owner or Owner's nominee upon written notice to Contractor of its intention to do so. Contractor shall not subcontract any of the Work to be performed under this Agreement without first obtaining the written approval of Manager. Such approval, if given, shall not release the Contractor from any responsibility or liability under this Agreement.

### Liens

To the full extent possible under applicable law, Contractor nor any of its subcontractors, materialmen, laborers, or other person(s) agree not to file a mechanic's lien for labor or materials provided under this Agreement.

### Nondiscrimination

Contractor agrees that it will not discriminate against any employee or applicant because of race, color, religious preference, sex, sexual orientation, age, national origin, disability, veteran status or any other factor that is not related to legitimate business interests. Their standards apply to employment, promotion, demotion, recruitment or condition of employment. Contractor agrees to include the provisions of this section in any subcontract entered into in connection with this Agreement.

### Notice

Notice under this Agreement shall be sufficient if sent by US Mail or with a recognized overnight carrier, postage prepaid, to the address of the addressee set out below:

**Owner**  
Calverton Sewer District  
c/o Town of Riverhead  
200 Howell Ave.  
Riverhead, NY 11747  
Attn:

**Contractor**  
Water and Sewage Treatment Ent. Inc.  
1 Oak Street  
Poquott  
East Setauket, NY 11733  
Attn: Richard Crescenzo

Notice shall be deemed given forty-eight (48) hours after deposited in the US Mail.

### Modification

This Agreement may be modified only by written amendment or other form of modification executed by the parties. It may not be modified by any oral agreement, by implied agreement or custom, or by any waiver of any of its terms unless in writing.

### Successors

This Agreement and each provision of it shall bind, apply to and run in favor of the parties hereto and to their respective successors in interest, assigns and legal representatives.

### Governing Law

This Agreement shall be construed, governed and enforced in accordance with the laws of the jurisdiction in which the Property is located and the Work is being performed.

### Information

Contractor shall not disclose to any person or organization any information concerning the Owner, or the business of Owner, which Contractor may acquire during the course on the performance of the Work under this Agreement. Limited

disclosure of such information may be made to employees and subcontractors of Contractor, but only the extent that such information is required to enable such employees and subcontractors to perform their work. This section shall survive this Agreement and remain in full force and effect until otherwise agreed by Manager and Owner. Contractor shall advise its employees of Contractor's obligation with respect to information of Manager and its clients. Each of Contractor's employees and subcontractors, whose services are required at the Property, may be required to sign a confidential disclosure agreement prior to commencement of work.

### Section Headings

The section headings contained in the Agreement are provided for convenience only and do not affect the interpretation of this Agreement or the rights and obligations of the parties.

### Entire Agreement

This Agreement, as well as any and all exhibits and/or attachments specified herein contains all the agreements, forms, understandings and terms and conditions made between the parties, and may not be modified orally or in any manner other than by agreement in writing signed by both parties. It is also understood and agreed that in the event of any and all conflicts between the terms of this Agreement and the terms of any other documents referencing and/or concerning the Work and/or this Agreement, the terms of this Agreement prevail and final interpretation is at the sole discretion of the Manager.

IN WITNESS WHEREOF, the parties hereto, by their representatives having the ability to legally bind Contractor and Manager, have executed this Agreement as of the day and year first written above.

WITNESS:

_____ SIGNATURE	_____ PRINTED NAME	_____ DATE
	_____ TITLE	
	_____ SIGNATURE	

WITNESS:

("Contractor")

*Karen Blair* *Richard C. [Signature]*

**APPENDIX "A"**

# *Water And Sewage Treatment Enterprises, Inc.*

*One Oak Street • Poquott • East Setauket, NY 11799  
(516) 981-8570*

Calverton Sewer District  
c/o Town of Riverhead  
200 Howell Ave  
Riverhead, NY 11901

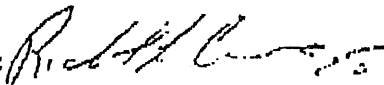
Contract through December 31<sup>st</sup>, 2001  
Calverton Sewer District

1. W.A.S.T.E. INC. will assume responsible control and supply qualified personnel to operate the existing wastewater treatment plant as described below for the monthly fee of \$2100.00 based on a 1.5-hour day. Applicable taxes are additional.
2. W.A.S.T.E. INC. personnel will be on duty at the Calverton Sewer District site for a minimum of one visit daily.
3. Daily operational log to be maintained on site as directed by Calverton Sewer District and remains sole property of Calverton Sewer District.
4. Operator will maintain lab room in clean and operable condition.
5. On site daily laboratory testing will include, but not be limited to: dissolved oxygen, temperature, flow, pH, settleable solids, mixed liquor settleable solids, nitrite analysis. Results will be entered into daily log.
6. Monthly laboratory testing will be performed as per New York State permit monitoring requirements. The cost for the present monthly monitoring requirements will be a monthly fee of \$733.75. Quarterly lab testing \$212.50. Lab testing fees will change to reflect any change to SPDES permit.
7. W.A.S.T.E. INC. will inspect and adjust as necessary, all mechanical equipment in accordance with manufacturer's guidelines and specifications. Deficiencies will be reported immediately to Calverton Sewer District.
8. W.A.S.T.E. INC. will be responsible for repairs up to five hundred (\$500.00) dollars. Additional materials are to be purchased by Calverton Sewer District, or by operator at owner's expense. If a purchase order is required for purchases by operator a letter stating such must be provided to W.A.S.T.E. INC. and attached to signed contract.

## Calverton Sewer District

10. W.A.S.T.E. INC. will be present at all meetings between Calverton Sewer District and the Suffolk County Department of Environmental Control for the purpose of explaining the manner in which the sewage treatment plant has been operated.
11. W.A.S.T.E. INC. will operate the treatment plant on a seven day a week basis. The answering service telephone number for 24-hour emergency service is (631) 981-8570.
12. Additional service, major repairs or emergency work will be performed with your prior authorization, subject to reasonable charges.
13. W.A.S.T.E. INC. will maintain workman's compensation and general liability/property damage insurance in the amount of \$1,000,000. Special policies requested by Calverton Sewer District will be billed at cost.
14. W.A.S.T.E. INC. will adhere to all Suffolk County rules and regulations for the operation of the sewage plant and maintain all required licenses for the work being performed.
15. This contract can be terminated for noncompliance of contents upon thirty days written notice.
16. Payments are to be made by Calverton Sewer District on a monthly basis, payable within thirty days of invoice date. Invoices open beyond thirty days will be subject to interest charges.

CONTRACTOR SIGNATURE:



DATE: 12/23/99

AUTHORIZED APPROVAL:

DATE:

TITLE:

Accounts Payable telephone number:

Billing address if different:

Initial here if W.A.S.T.E. INC. is to do required quarterly monitoring well sampling, analysis, and reporting at the cost of \$155.00 per well per quarter. \_\_\_\_\_



DECEMBER 30, 1999

Adopted

## TOWN OF RIVERHEAD

Resolution # 1240CHILDREN'S PLAYGROUND @ STOTZKY PARKBUDGET ADJUSTMENT

COUNCILMAN LULL offered the following resolution,  
 which was seconded by COUNCILMAN KWASNA

**BE IT RESOLVED**, that the Supervisor be and is hereby authorized  
 to establish the following budget adjustment:

	FROM:	
406.095031.481900.70037	TRANSFER FROM SPECIAL TRUST	\$1,500.
	TO:	
406.071100.543650.70037	PLAYGROUND DESIGN	\$1,500.

## THE VOTE

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	DeLuca	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	DiStasio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION ~~WAS~~ WAS NOT  
 THEREUPON DULY DECLARED ADOPTED



RESOLUTION # **1242** ABSTRACT #52-99 DECEMBER 23, 1999 (TBM 12/30/99)

**COUNCILMAN KWASNA**

**COUNCILMAN KENT**

offered the following Resolution which was seconded by

FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 93,724.62	\$ 93,724.62
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ -	\$ -
TEEN CENTER	005	\$ -	\$ 25.98	\$ 25.98
RECREATION PROGRAM	006	\$ -	\$ 498.99	\$ 498.99
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ 224.91	\$ 224.91
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ 281.26	\$ 281.26
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 109.88	\$ 109.88
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
HIGHWAY	111	\$ -	\$ 20,705.72	\$ 20,705.72
WATER	112	\$ -	\$ 7,140.96	\$ 7,140.96
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
SEWER	114	\$ -	\$ 9,865.87	\$ 9,865.87
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 136.50	\$ 136.50
STREET LIGHTING	116	\$ -	\$ 5,468.90	\$ 5,468.90
PUBLIC PARKING	117	\$ -	\$ 167.08	\$ 167.08
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ 3,014.06	\$ 3,014.06
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 7,848.17	\$ 7,848.17
WORKER'S COMPENSATION FUND	173	\$ -	\$ 700.00	\$ 700.00
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ 17,173.00	\$ 17,173.00
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 798.60	\$ 798.60
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 87,901.13	\$ 87,901.13
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ -	\$ -
SENIORS HELPING SENIORS	453	\$ -	\$ -	\$ -
EISEP	454	\$ -	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ 81.53	\$ 81.53
MUNICIPAL GARAGE	626	\$ -	\$ 6,667.80	\$ 6,667.80
TRUST & AGENCY	735	\$ -	\$ -	\$ -
SPECIAL TRUST	736	\$ -	\$ -	\$ -
COMM. PRES. FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ 18,802.34	\$ 18,802.34
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ 200.00	\$ 200.00
JOINT SCAVENGER WASTE	918	\$ -	\$ 2,918.74	\$ 2,918.74
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 284,456.04	\$ 284,456.04

**THE VOTE**

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No

Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No

Vitella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT

RESOLUTION # 12422 ABSTRACT #53-99 DECEMBER 28, 1999 (TBM 12/30/99)

**Councilman Kwasna**

**Councilman Kent**

offered the following Resolution which was seconded by

FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 200,966.37	\$ 200,966.37
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ -	\$ -
TEEN CENTER	005	\$ -	\$ 117.00	\$ 117.00
RECREATION PROGRAM	006	\$ -	\$ 686.84	\$ 686.84
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ 264.96	\$ 264.96
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
HIGHWAY	111	\$ -	\$ 10,781.02	\$ 10,781.02
WATER	112	\$ -	\$ 23,310.02	\$ 23,310.02
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
SEWER	114	\$ -	\$ 1,365.07	\$ 1,365.07
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 204.60	\$ 204.60
STREET LIGHTING	116	\$ -	\$ -	\$ -
PUBLIC PARKING	117	\$ -	\$ 1,271.89	\$ 1,271.89
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ -	\$ -
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 420.00	\$ 420.00
WORKER'S COMPENSATION FUND	173	\$ -	\$ -	\$ -
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ -	\$ -
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 869.27	\$ 869.27
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 210.55	\$ 210.55
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ -	\$ -
SENIORS HELPING SENIORS	453	\$ -	\$ 56.42	\$ 56.42
EISEP	454	\$ -	\$ 57.66	\$ 57.66
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ 4,140.17	\$ 4,140.17
MUNICIPAL GARAGE	626	\$ -	\$ 670.26	\$ 670.26
TRUST & AGENCY	735	\$ -	\$ 27,654.47	\$ 27,654.47
SPECIAL TRUST	736	\$ -	\$ -	\$ -
COMM. PRES. FUND	737	\$ -	\$ 22,625.00	\$ 22,625.00
CDA-CALVERTON	914	\$ -	\$ 55,974.89	\$ 55,974.89
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 2,522.72	\$ 2,522.72
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ 167,716.78	\$ 167,716.78
TOTALS		\$ -	\$ 621,885.96	\$ 621,885.96

RESOLUTION # 1242 ABSTRACT #54-99 DECEMBER 30, 1999 (TBM 12/30/99)

COUNCILMAN KWASNA

COUNCILMAN KENT

offered the following Resolution which was seconded by

FUND NAME		CD-12/29,12/30	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 745,501.16	\$ 745,501.16
PARKING METER	002	\$ 1,500.00	\$ -	\$ 1,500.00
AMBULANCE	003	\$ 15,000.00	\$ -	\$ 15,000.00
POLICE ATHLETIC LEAGUE	004	\$ 1,200.00	\$ -	\$ 1,200.00
TEEN CENTER	005	\$ 5,500.00	\$ -	\$ 5,500.00
RECREATION PROGRAM	006	\$ 25,000.00	\$ 1,811.42	\$ 26,811.42
SR NUTRITION SITE COUNCIL	007	\$ 1,400.00	\$ -	\$ 1,400.00
D.A.R.E. PROGRAM FUND	008	\$ 750.00	\$ -	\$ 750.00
CHILD CARE CENTER BUILDING FUND	009	\$ 22,000.00	\$ -	\$ 22,000.00
YOUTH COURT SCHOLARSHIP FUND	025	\$ 950.00	\$ -	\$ 950.00
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 2,155.27	\$ 2,155.27
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
HIGHWAY	111	\$ 275,000.00	\$ 71,479.04	\$ 346,479.04
WATER	112	\$ 550,000.00	\$ 86,888.58	\$ 636,888.58
REPAIR & MAINTENANCE	113	\$ 380,000.00	\$ -	\$ 380,000.00
SEWER	114	\$ 675,000.00	\$ 26,157.87	\$ 701,157.87
REFUSE & GARBAGE COLLECTION	115	\$ 70,000.00	\$ 5,262.48	\$ 75,262.48
STREET LIGHTING	116	\$ 10,000.00	\$ 9,100.29	\$ 19,100.29
PUBLIC PARKING	117	\$ 55,000.00	\$ 3,943.55	\$ 58,943.55
BUSINESS IMPROVEMENT DISTRICT	118	\$ 45,000.00	\$ -	\$ 45,000.00
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 721.33	\$ 721.33
WORKER'S COMPENSATION FUND	173	\$ 675,000.00	\$ -	\$ 675,000.00
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ 750,000.00	\$ -	\$ 750,000.00
UNEMPLOYMENT INSURANCE FUND	176	\$ 15,000.00	\$ -	\$ 15,000.00
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 1,469.04	\$ 1,469.04
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ 8,500.00	\$ -	\$ 8,500.00
SEWER DISTRICT DEBT	382	\$ 75,000.00	\$ -	\$ 75,000.00
WATER DEBT	383	\$ 20,000.00	\$ -	\$ 20,000.00
GENERAL FUND DEBT SERVICE	384	\$ 120,000.00	\$ -	\$ 120,000.00
SCAVENGER WASTE DEBT	385	\$ 85,000.00	\$ -	\$ 85,000.00
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 165.48	\$ 165.48
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ 2,283.64	\$ 2,283.64
SENIORS HELPING SENIORS	453	\$ -	\$ 6,606.91	\$ 6,606.91
EISEP	454	\$ -	\$ 736.71	\$ 736.71
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ 225,000.00	\$ -	\$ 225,000.00
MUNICIPAL GARAGE	626	\$ 20,000.00	\$ 7,658.05	\$ 27,658.05
TRUST & AGENCY	735	\$ -	\$ 565,962.28	\$ 565,962.28
SPECIAL TRUST	736	\$ 225,000.00	\$ -	\$ 225,000.00
COMM. PRES. FUND	737	\$ 75,000.00	\$ -	\$ 75,000.00
CDA-CALVERTON	914	\$ 525,000.00	\$ -	\$ 525,000.00
COMMUNITY DEVELOPMENT AGENCY	915	\$ 325,000.00	\$ -	\$ 325,000.00
JOINT SCAVENGER WASTE	918	\$ -	\$ 19,099.62	\$ 19,099.62
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ 248,610.15	\$ 248,610.15
TOTALS		\$ 5,276,800.00	\$ 1,805,612.87	\$ 7,082,412.87

THE VOTE

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

# Adopted

December 30, 1999

## TOWN OF RIVERHEAD

Resolution # 1243

### APPOINTS POLICE OFFICER TO THE POLICE DEPARTMENT

COUNCILMAN KENT

offered the following

COUNCILMAN LULL

resolution, which was seconded by

**WHEREAS**, the Suffolk County Department of Civil Service has established list #99A-050 for the position of Police Officer for the Town of Riverhead; and

**WHEREAS**, extensive background investigations and personal interviews have been conducted by the Town of Riverhead Police Department establishing individuals eligible for appointment.

**WHEREAS**, the Town of Riverhead has been awarded additional funding from the U.S. Dept. of Justice under the COPS universal hiring program to supplement the salary of one new Riverhead police officer in the amount of \$25,000/yr. for 3 years totaling \$75,000.00; and

**NOW, THEREFORE, BE IT, RESOLVED**, effective December 30, 1999, Timothy Wilson is hereby appointed to the position of Police Officer, at the salary as set forth in the current labor contract that exists between the Town of Riverhead and the Riverhead P.B.A, contingent upon the following:

1. The filing of all necessary payroll documentation in the Office of Accounting, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Timothy Wilson, the Chief of Police and the Office of Accounting.

#### THE VOTE

Cardinale ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED